### MINUTES OF THE BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI

REGULAR MEETING OF DECEMBER 18, 2006 Recessed from regular meeting conducted on December 4, 2006

BE IT REMEMBERED that the regular meeting of the Board of Supervisors of Madison County, Mississippi was duly convened, held and conducted on December 18, 2006 in the County Law Library located on the second floor of the Madison County Circuit Courthouse in Canton, Mississippi, as follows, to-wit:

The President of the Board, Tim Johnson, presided and called the meeting to order. The following members were present that day:

Present:

Absent:

None

Supervisor Douglas L. Jones Supervisor Tim Johnson Supervisor Andy Taggart Supervisor Paul Griffin Supervisor Karl M. Banks Sheriff Toby Trowbridge Chancery Clerk Arthur Johnston

Also in attendance:

County Administrator Donnie Caughman County Comptroller and Deputy Chancery Clerk Mark Houston Zoning Administrator Brad Sellers County Purchase Clerk Hardy Crunk Board Secretary and Deputy Chancery Clerk Cynthia Parker Board Attorney Edmund L. Brunini, Jr. County Engineer Rudy Warnock County Fire Coordinator Mack Pigg County Road Manager Prentiss Guyton Deputy Chancery Clerk and Assistant Comptroller Quandice Green Emergency Management, E-911 and Homeland Security Director Butch Hammack Veterans Service Officer, Dr. Tom Logue

The President announced that the members of the Board present constituted a quorum and declared the meeting duly convened. Supervisor Paul Griffin opened the meeting with a prayer and County Administrator Donnie Caughman led the members and the audience in the Pledge of Allegiance to the Flag of the United States of America.

### In re: Public Hearing TIF - Canton West Improvement Project

The Chancery Clerk reported that pursuant to a resolution of the Board of Supervisors (the "Governing Body") of Madison County (the "County") calling for a public hearing to be held at 9:00 A.M. on Monday, December 18, 2006, with respect to a Tax Increment Financing Plan, Canton West Improvement Project, Madison County, Mississippi, December 2006 (the "TIF Plan"), he did cause a notice of the public hearing to be published in the *Madison County Herald*, a newspaper having a general circulation in the County on Thursday, December 7, 2006, as evidenced by proof of publication on file in the office of the Clerk. The President then called the meeting to order, and the public hearing was duly convened. At that time, all present were given an opportunity to make oral or written comments on the TIF Plan. At the conclusion of the public hearing, Supervisor Paul Griffin offered and moved the adoption of the following resolution:

President's Initials: \_\_\_\_\_ Date Signed: \_\_\_\_\_ For Searching Reference Only: Page 1 of 25 (12/18/06)

### A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTION OF THE "TAX INCREMENT FINANCING PLAN, WEST CANTON IMPROVEMENT PROJECT, MADISON COUNTY, MISSISSIPPI, DECEMBER 2006".

WHEREAS, under the power and authority granted by the Laws of the State of Mississippi and particularly under Chapter 45 of Title 21, Mississippi Code of 1972, as amended, the Governing Body, on Monday, December 4, 2006, did adopt a certain resolution entitled:

RESOLUTION OF THE BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO COUNTIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE CANTON WEST IMPROVEMENT PROJECT IS A PROJECT ELIGMLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution and as required by law, a notice of public hearing was published one (1) time in the *Madison County Herald*, a newspaper having a general circulation within the County, and was so published in said newspaper on Thursday, December 7, 2006, as evidenced by the publisher's proof of publication of the same heretofore presented to the Governing Body and filed with the Clerk;

WHEREAS, the notice of public hearing generally described the TIF Plan and further called for a public hearing to be held at the Madison County Circuit Court Building, 128 West North Street in Canton, Mississippi, at 9:00 A.M. on Monday, December 18, 2006, in order for the general public to state or present their views on the TIF Plan; and

WHEREAS, at 9:00 A.M. on Monday, December 18, 2006, the public hearing was held and all in attendance were given an opportunity to state or present their oral or written comments on the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the County, as follows:

SECTION ONE: That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION TWO: That the Governing Body of the County is now fully authorized and empowered under the provisions of Chapter 45 of Title 21, Mississippi Code of 1972, as amended, to adopt and implement the TIF Plan attached hereto, and do hereby adopt and approve such plan as presented in order to assist in the development of the proposed project by participating jointly with the City of Canton (the "City") to issue Tax Increment Financing Bonds or Notes in one or more series in an amount not to exceed Ten Million Dollars (\$10,000,000) to finance the cost of various infrastructure improvements in connection with the TIF Plan.

SECTION THREE: That the Tax Increment Bonds or Notes of the County shall be issued pursuant to further proceedings of the Governing Body of the City and County.

Supervisor Douglas L. Jones seconded the motion to adopt the foregoing resolution and after the vote, the result was as follows:

President's Initials: \_\_\_\_\_ Date Signed: \_\_\_\_\_ For Searching Reference Only: Page 2 of 25 (12/18/06)

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Not Present and Not Voting
Supervisor Paul Griffin	Aye

The motion having received the affirmative vote of a majority of all of the members of the Governing Body present, the President declared the motion carried and the Resolution adopted on this the 18th day of December 2006.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### In re: Approval of Consent Agenda Items

WHEREAS, President Johnson did announce that he and County Administrator Donnie Caughman had conferred in advance of the meeting as to certain matters denominated "Consent Items" which bear Item numbers (2) through (18) on the Agenda and that the same appeared to be routine, non-controversial matters on which all Supervisors were likely to agree, and

WHEREAS, the Board President did explain that any Supervisor could, in advance of the call of the question, request that any item be removed from the Consent Agenda, and

WHEREAS, the following items were taken up as "Consent Items," to-wit:

### 2. Approval of Service Agreement with Ozborn Communications Service to Move Radio Equipment in Sheriff's Deputy Cars

Ozborn Communication Service was and is hereby authorized to transfer radios, lights and all dated November 26, 2006 other law enforcement equipment from the patrol cars presently in use by the Madison County Sheriff's Department to those vehicles soon-to-be received by said Department in accordance with prior actions of the Board and in accordance and at the prices reflected on that certain "Contract Quote for Equipment Removal and Installation," a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes.

### 3. Authorization to Pay Burial of Unclaimed Body

Natchez Trace Funeral Home was and is hereby authorized and directed to transport the body of Virgil Jones, a 65 year old indigent, and provide an inexpensive burial box for the sum of \$300. The Road Department was and is authorized and directed to bury said body. The Chancery Clerk was and is hereby authorized to issue a pay warrant unto said funeral home in said amount.

### 4. Approval to Declare Printer, Asset No. 1178, as Junk Property

That certain HP LaserJet 4 Plus printer bearing Madison County asset # 1178 was and is hereby declared junk, serving no public purpose and ordered deleted from inventory in accordance with the recommendation of Circuit Clerk Lee Westbrook as set forth in her memorandum of December 2, 2006, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes.

### 5. Approval of Personnel Appointment - Road Department

The appointment of L. C. Thompson as a light equipment operator at the rate of \$9.50 per hour was and is hereby acknowledged and approved as of December 1, 2006.

President's Initials: \_\_\_\_\_ Date Signed: \_\_\_\_\_ For Searching Reference Only: Page 3 of 25 (12/18/06)

### 6. Approve Revised Contract for Fire Protection Services - City of Canton

That certain Contract for Fire Protection Services between Madison County and the City of Canton was and is hereby approved and adopted, a true and correct copy of which is attached hereto as Exhibit A, spread hereupon and incorporated herein by reference.

### 7. Authorization to Expend Excess 911 Funds - Upgrading Radio System/Canton Police Department

The request of E-911 Director Butch Hammack to pay the sum of \$49,880.00 for the purchase of radios and to upgrade the city's repeater system was and is hereby approved in accordance with that certain correspondence from Mr. Hammack dated December 6, 2006 and its attachments, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes. The Chancery Clerk was and is hereby directed to issue a pay warrant accordingly.

### 8. Authorize Attendance Travel and Expenses Pertaining to Mississippi Association of Supervisors Mid-Winter Conference, January 8-10, 2007, Jackson, MS

The payment of travel, lodging and food expenses of any Board member, the Chancery Clerk, the Board Attorney, the Road Manager, the County Engineer, the County Administrator and the Comptroller to attend the Mid-Winter Conference of the Mississippi Association of Supervisors in Jackson, Mississippi January 8 through 10, 2006 was and is hereby approved.

### 9. Authorization to Advertise for Transport Van/Security Equipment - Sheriff's Department

County Purchase Clerk Hardy Crunk was and is hereby authorized and directed to advertise for bids for the purchase of a new 2007 12-passenger van with security features as specified by the Madison County Sheriff for use in transporting inmates.

### **10.** Acknowledge Clerk of the Board Financial Report

The Clerk of the Board Report denominated "Account Current Fiscal Year – General Ledger Budgeted Receipts," a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes, was and is hereby acknowledged and approved.

### 11. Approval of Petitions for Reduction of Assessment - Real Property 2006 Tax Year

The *en masse* petition for the reduction of assessment of <u>real</u> property taxes in the amount of \$333,654.00, which petition, together with its spreadsheet attachment is attached hereto as Exhibit B, spread hereupon, and incorporated herein by reference, was and is hereby approved.

### 12. Approval of Petitions for Increase of Assessment - Real Property 2006 Tax Year

As requested by Tax Assessor Gerald Barber, a public hearing was and is hereby set for January 22, 2007 on the matter of increasing real property assessments on certain individuals and businesses in the county as set forth in those certain Notices to Increase Assessment, true and correct copies of which are attached hereto as Collective Exhibit C, spread hereupon, and incorporated herein by reference.

### 13. Approval of Petition for Decreases of Assessment - Personal Property 2006 Tax Year

The *en masse* petition for the reduction of assessment of <u>personal</u> property taxes in the amount of \$373,850.00, which petition, together with its spreadsheet attachment is attached hereto as Exhibit D, spread hereupon, and incorporated herein by reference, was and is hereby approved.

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### 14. Approval of Petitions to Void Tax Sales - Real Property

The 2005 and 2006 tax sales of the following parcels were and are hereby declared void due to the fact that the respective 16<sup>th</sup> section leases on said parcels have expired and said parcels have reverted to the school district and therefore exempt from taxation.

### 15. Approval to Change Personal Property Value 2005 Tax Year

At the request of, and upon the recommendation of Tax Assessor Gerald Barber, the assessed inventory of Got Gear Motorsports for 2005 was and is hereby reduced from \$493,350.00 to the correct amount of \$229,808.00. The Tax Collector was and is directed to prepare and send a corrected tax bill accordingly.

### 16. Approval of Amended Homestead Exemption Applications - 2006 Tax Year

The corrections and/or amendments of homestead exemptions on property in Madison County, Mississippi listed on those certain materials submitted by Homestead Director Emily Anderson dated December 11, 2006 which may be found in the Miscellaneous Appendix to these minutes were and are hereby approved and the Chancery Clerk was and is directed to forward the same to the State Tax Commission in accordance with law.

### 17. Approval of Utility Permits

The following permits allowing use and occupancy for the construction or adjustment of a utility within certain roads or highway rights of way were and are hereby approved, and a copy thereof may be found in the Miscellaneous Appendix to these Minutes:

- (1) BellSouth seeking to place 634 feet of composite cable along the south side of Stribling Road to serve Ashbrooke Subdivision phase B3-A
- (2) BellSouth seeking to place cable along Catlett Road
- BellSouth seeking to place 45 feet of composite cable along the east side of Deweese Road to serve Ashbrooke Subdivision phase 2-A
- (4) BellSouth seeking to place cable along Loring Road

### 18. Approve Advertising for Executive Director - Madison County Citizens Service Agency

The Madison County Human Resources Agency and County Administrator Donnie Caughman was and is hereby authorized and directed to advertise in the Clarion Ledger newspaper for the position of Executive Director of said agency.

Thereafter, Mr. Douglas L. Jones did offer and Mr. Paul Griffin did second a motion to approve, adopt, and authorize each of the above and foregoing matters, the same being numbered Items (2) through (18) herein above. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and each item was and is hereby approved, adopted and authorized.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### *In re:* Request to Amend Assessed Value - Parcel No. 072B-09D-038/00.00 for 2006 Taxes

Mr. Andy Taggart did offer and Mr. Douglas L. Jones did second a motion to amend the assessed value for Tri County Homes, LLC, parcel no. 072B-09D-038/00.00 due to the failure of the builders filing a builders affidavit for the construction of a new home located on Lot 19, St. Ives Subdivision, Part I and to approve revised 2006 assessment in accordance with values set forth in that certain memorandum dated December 14, 2006 from Chief Deputy Tax Assessor Kent Hawkins, a true and copy of each of which may be found in the Miscellaneous Appendix to these Minutes. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and the assessed value on parcel no. 072B-09D-038/00.00 was and is hereby reduced accordingly, and the Tax Collector was and is hereby instructed to issue a new tax bill for the 2006 taxes.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### *In re:* Acknowledge Receipt of County Financial Audit for Year End September 30, 2005

WHEREAS, Ms. Emily Lacey of Windham and Lacey, CPAs appeared before the Board and presented the County Financial Audit for Year End September 30, 2005, a true and correct copy of each of which may be found in the Miscellaneous Appendix to these Minutes, and

WHEREAS, Ms. Lacey reported there were no findings or reportable discrepancies with said audit,

Following discussion, Mr. Andy Taggart did offer and Mr. Douglas L. Jones did second a motion to acknowledge receipt of the County Financial Audit for Year End September 30, 2005. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and the County Financial Audit for Year End September 30, 2005 was and is hereby acknowledged.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### In re: Presentation of Bids on Road Department Equipment

WHEREAS, County Purchase Clerk Hardy Crunk appeared before the Board and presented the bids received for cash purchase with guaranteed buy-back and the lease purchase with guaranteed buy-back of one or more new motorgraders, bull dozers, and front end loaders, and

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WHEREAS, a true and correct copy of Mr. Crunk's memorandum dated December 13, 2006 listing each bid received including his findings of each may be found in the Miscellaneous Appendix to these Minutes, and

WHEREAS, Mr. Crunk did advise the Board that said bids should be taken under advisement,

Following discussion, Mr. Paul Griffin did offer and Mr. Andy Taggart did second a motion to take said bids under advisement. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and said bids on road department equipment was and is hereby taken under advisement.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### *In re:* Request to Relocate Existing Billboard by Lamar Advertising on Property Owned by Louis B. Gideon

WHEREAS, Zoning Administrator Brad Sellers appeared before the Board requesting permission to allow Lamar Outdoor Advertising Company authority to remove an existing billboard located on property owned by Mr. Louis B. "Bucky" Gideon on I-55 North approximately one-half mile south of Gluckstadt Road and re-install the same approximately 40 feet to a new location on same property belonging to Mr. Gideon,

Following discussion, Mr. Andy Taggart did offer and Mr. Douglas L. Jones did second a motion to authorize Lamar Outdoor Advertising Company authority to move the aforesaid billboard approximately 40 feet to a new location on same property. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and Lamar Outdoor Advertising Company was and is hereby so authorized.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### In re: Approval of Culvert Installations on Public Rights of Way

WHEREAS, County Road Manager Prentiss Guyton appeared before the Board and requested approval of certain work orders pertaining to the installation of culverts along public rights of way and not on private property at the following locations:

Date	Work Order	Address
11/20/2006	3712	Cox Ferry Road
11/21/2006	3714	Highway 43

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11/21/2006	3715	Twelve Oaks Road
11/27/2006	3719	Robinson Road
12/5/2006	3750	Miggins Road
12/6/2006	3757	Highway 17
12/7/2006	3759	Stump Bridge Road
12/8/2006	3770	Old Natchez Trace
12/11/2006	3776	Acorn Cove
12/11/2006	3781	Sharon Road
12/13/2006	3789	Highway 22
10/31/2006	3616	188 American Way

WHEREAS, the Board hereby finds that the installation of each such culvert is needed on the roads listed to protect, preserve, and maintain the roads and the county rights of way thereon, and

WHEREAS, the Board does desire to and does hereby approve the same at the locations listed above,

Following discussion, Mr. Karl M. Banks<sup>1</sup> did offer and Mr. Paul Griffin did second a motion to approve the installation of said culverts at the locations set forth above. The vote on the matter being as follows:

Supervisor Douglas L. Jones	No
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	No
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried by a majority vote (3-2) of the Board and said culvert installation requests were and are hereby approved.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### In re: Approval of Claims Docket for December 18, 2006

WHEREAS, the Board reviewed the claims docket for December 18, 2006; and

WHEREAS, the Chancery Clerk did assure the Board of Supervisors that all claims had been properly documented and where necessary, purchase orders were obtained in advance as required by law; and

WHEREAS, the following is a summary of all claims and funds from which said claims are to be paid:

Fund	Claim Nos.	No. of Claims	Amount
001	1159 to 1228, 1230 to 1263	104	308,307.20
012	48 to 56	9	6,287.69
051	13 to 13	1	6,238.08
097	59, 61 to 68	10	11,797.19
105	11 to 14	4	151,273.03
113	6 to 6	1	96.00
114	5 to 5	1	5,000.00

<sup>1</sup>Mr. Banks arrived prior to the commencement of discussion on this matter.

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115	13 to 16	4	3,424.16
116	11 to 13	3	236.45
120	13 to 16	4	500.13
121	15 to 17	3	217.09
150	180 to 212	33	57,449.91
160	54 to 67	14	36,859.66
190	45 to 55	11	9,843.94
226	4 to 4	1	2,000.00
302	16 to 17	2	489,597.39
401	8 to 11	4	16,508.22
	TOTAL ALL FUNDS	209	1,105,636.14

Following discussion, Mr. Douglas L. Jones did offer and Mr. Andy Taggart did second a motion to approve said claims docket with the exception of the following held or rejected claims:

### HELD CLAIMS

Transaction No.	Fund No.	Claim No.	Claimant	Amount
202987	001	1263	Copeland, Cook, Taylor	\$3,292.16
202909	150	196	Warnock & Assoc.	\$1,633.50
202899	001	1229	FM Transportation	\$1,700.00

### **REJECTED CLAIM**

Transaction No.	Fund No.	Claim No.	Claimant	Amount
202777	097	60	Baron Services, Inc.	\$2,400.00

Said motion directed that invoice numbers should be attached to each claim on the claims docket and further directed the Chancery Clerk to publish the Summary of Claims as required by law and to authorize the Board President to sign and approve the Claims Docket, a copy of which may be found in the Miscellaneous Appendix to these Minutes together with a separate Resolution approving payment of said claims, which Resolution is attached hereto as Exhibit E spread hereupon, and incorporated herein by reference. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said Claims Docket was and is hereby approved with the exception of the above noted held and rejected claims, and the Chancery Clerk was and is instructed to issue pay warrants accordingly.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

Thereafter, Mr. Karl M. Banks did offer and Mr. Paul Griffin did second a motion to approve the held claim of Warnock & Associates in the amount of \$1,633.50 and authorize and direct the Chancery Clerk to issue pay warrant accordingly. The vote on the matter being as follows:

Supervisor Douglas L. Jones	No
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	No
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

President's Initials: \_\_\_\_\_ Date Signed: \_\_\_\_\_ For Searching Reference Only: Page 9 of 25 (12/18/06) the matter carried by a majority (3-2) vote of the Board and said claim was and is hereby approved, and the Chancery Clerk was and is instructed to issue pay warrant accordingly.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

Thereafter, Mr. Andy Taggart did offer and Mr. Karl M. Banks did second a motion to approve the held claim of Copeland, Cook, Taylor and Bush in the amount of \$3,292.16 and authorize and direct the Chancery Clerk to issue pay warrant accordingly. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Not Present and Not Voting <sup>2</sup>
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried by a majority (4-0-1) vote of the Board and said claim was and is hereby approved, and the Chancery Clerk was and is instructed to issue pay warrant accordingly.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### *In re:* Request to Void Tax Sales for 2001, 2002, and 2003 and to Void Tax Deed 2001 Tax Sale Parcel No. 072A-01A-001/02.00 On Intercel of Memphis/Bear Creek Water Association

WHEREAS, Chancery Clerk Arthur Johnston appeared before the Board requesting permission to void tax sales for the sale years 2001, 2002, and 2003 and to void tax deed issued for 2001 on tax sale parcel no. 072A-01A-001/02.00 pertaining to a cell tower lease of certain property owned by Bear Creek Water Association by Intercel of Memphis, subsequently known as T-Mobile, and

WHEREAS, Mr. Johnston presented that certain memorandum dated December 18, 2006, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes, said memorandum outlining the Board's actions of August 14, 2006 voiding certain other years' tax sales pertaining to said lease, and

WHEREAS, Mr. Johnston did inform the Board that he had received a check from T-Mobile in the amount of \$12,153.39 representing amounts due for delinquent taxes for the years in question, such funds to be deposited into the County General fund,

Following discussion, Mr. Andy Taggart did offer and Mr. Douglas L. Jones did second a motion to declare the 2001, 2002, and 2003 tax sales void as to the tax parcel no. 072A-01A-001/02.00 and to that certain tax deed found at Deed Book 542, Page 509 of the land records in the Chancery Clerk's office. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

<sup>&</sup>lt;sup>2</sup>Mr. Jones recused himself prior to the call of the question of this matter, participated in no discussion or deliberation thereof, and departed the meeting room, returning only after the vote was announced.

the matter carried unanimously and said tax sales were and are hereby declared void and the Chancery Clerk was and is hereby authorized and directed to issue a refund to the tax purchaser in accordance with, and to the extent allowed by, law.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### *In re:* Request to Void Tax Sale 2006 on Parcel Nos. 072I-29D-085/00.00 and 072D-17D-001/01.48, Homestead Exemption Chargebacks

WHEREAS, Chancery Clerk Arthur Johnston appeared before the Board and requested the Board declare the 2006 tax sales of parcel nos. 072I-29D-085/00.00 and 072D-17D-001/01/48 void, reporting that said sales represented homestead exemption chargebacks wherein, in accordance with the Attorney General's Opinion to Ken Harmon, Esq. dated September 29, 2006, subsequent purchasers for value without notice of the recording of the chargeback notice purchased the property prior to the recording of said notice, and

WHEREAS, Mr. Johnston did further advise that, pursuant to said Opinion and Miss. Code Ann. § 27-33-37(I) no lien may attach against such subsequent purchasers, although the sale and the lien is valid as a personal liability of the original assessed owner,

Following discussion, Mr. Paul Griffin did offer and Mr. Douglas L. Jones did second a motion to declare the 2006 tax sales of parcel nos. 072I-29D-085/00.00 and 072D-17D-001/01/48 representing homestead exemption chargebacks void and to direct the Tax Collector to issue a refund to the tax purchaser and in accordance with and to the extent allowed by law. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said the 2006 tax sales of said homestead exemption chargebacks were and are hereby declared void and the Tax Collector was and is so instructed.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### *In re:* Payments in Lieu of Tax Obligation of Nissan North America, Inc. and Related Entities

### ORDER PROVIDING FOR THE PAYMENT AND DISTRIBUTION OF PAYMENT IN LIEU OF TAXES TO BE RECEIVED FROM NISSAN NORTH AMERICA, INC. AND FOR RELATED PURPOSES

WHEREAS, on November 8, 2000 Madison County, together with the State of Mississippi, the City of Canton, Mississippi, and numerous other governmental bodies entered into a certain Memorandum of Understanding ("MOU") with Nissan North America, Inc., commonly known as the "Delta I" MOU, a true and correct copy of which may be found in the Miscellaneous Appendix to the Minutes of this Board of January 31, 2005, and

WHEREAS, heretofore Madison County entered into an "Agreement to Make Payments in Lieu of Ad Valorem Taxes" (hereinafter, "PILOT Agreement") dated April 23, 2003, said PILOT Agreement having been approved by the Madison County Board of Supervisors on March

President's Initials: \_\_\_\_\_ Date Signed: \_\_\_\_\_ For Searching Reference Only: Page 11 of 25 (12/18/06) 21, 2003, a true and correct copy of which may be found in the Miscellaneous Appendix to the Minutes of this Board of January 31, 2005, and

WHEREAS, the Board finds it necessary, pursuant to Miss. Code Ann. § 27-31-104, to (1) establish the amount due from Nissan North America, Inc. in satisfaction of its PILOT obligation for 2006, and (2) provide for the payment, distribution, and apportionment of such sums as shall be remitted from Nissan North America, Inc. and related entities in satisfaction thereof,

WHEREFORE, PREMISES CONSIDERED, and pursuant to the provisions of Miss. Code Ann. § 27-31-104, and upon the advice of counsel, the Board of Supervisors of Madison County, Mississippi does find and order as follows:

- 1. That, based on statutory authority set forth in Miss. Code Ann. § 27-31-104, Nissan North America, Inc. has been granted a ten-year exemption from ad valorem taxation pursuant to Section 1.3(d)(I) of the "Delta I" MOU.
- 2. That, in exchange for said exemption, Nissan North America, Inc. is obligated to make annual payments in lieu of taxes to Madison County, and that such payments in lieu of taxes are fee payments, not ad valorem taxes or taxes of any other nature.
- 3. That the Madison County Board of Supervisors has the authority, pursuant to Miss. Code Ann. § 27-31-104, to determine the amount of the payment in lieu of taxes owed by Nissan North America, Inc. and to apportion said amount between Madison County and the Canton Public School District as directed in said code section and pursuant to the "Delta I" MOU and the PILOT Agreement.
- 4. That the Tax Assessor of Madison County has prepared and submitted to the Madison County Board of Supervisors a calculation of the amount owed by Nissan North America, Inc. as its payment in lieu of taxes for 2006, which calculation is attached hereto as Collective Exhibit A (and as Exhibit F to these Minutes), spread hereupon and incorporated herein by reference and which is summarized as follows, to-wit:

Payment due based upon Nissan North America, Inc.'s real property values
Payment due based upon Nissan North America, Inc.'s
personal property values
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Payment due based upon Calsonic's
real property values
Payment due based upon Lextron/Visteon's
real property values
Total amount due

- 5. That the Board hereby adopts said calculation and, in accordance therewith, the amount to be paid by Nissan North America, Inc. pursuant to said code section and Section 3, paragraphs (a) and (b) of the PILOT Agreement is \$3,349,826.81, and shall be made payable to "Madison County, Mississippi."
- 6. That Nissan North America, Inc. shall deliver the aforesaid sum to the Madison County Board of Supervisors, 146 West Center Street, P.O. Box 608, Canton, Mississippi 39046, Attention Mr. Arthur Johnston, Chancery Clerk and County Treasurer.
- 7. That of said \$3,349,826.81, **\$1,614,415.14** is to be apportioned unto the Canton Public School District and **\$1,708,411.57** is to be apportioned unto the General Fund of Madison County to be applied to the appropriate bond fund, all applicable tax levies other than School District levies notwithstanding.

President's Initials: \_\_\_\_\_ Date Signed: \_\_\_\_\_ For Searching Reference Only: Page 12 of 25 (12/18/06) 8. That the apportionment set forth in paragraph 7 is computed as follows:

Canton Public School mills	=	$31.05  (31.05 \div 63.35 = .490)$
General County mills	=	32.30 (32.30 ÷ 63.35 = .510)
Total Tax Levy for Project	=	63.35
Total due Canton Public	=	\$3,349,826.81 x .490= <u>\$1,614,415.14</u>
Total due General County	=	\$3,349,826.81 x .510= <u>\$1,708,411.67</u>
Total due from Nissan	=	<u>\$3,349,826.81</u>

- 9. That certain real property described by parcel numbers 092G-35-001/04.00 and 092G-35-001/05.00 which are assessed separately to Calsonic and Lextron/Visteon were originally and remain included within the scope of the exemption granted unto Nissan North America, Inc. and are likewise subject to the PILOT Agreement.
- 10. That in exchange for said exemption, Nissan North America, Inc., on behalf of Calsonic and Lextron/Visteon, is obligated to make payments in lieu of tax as to said parcels in the following amounts respectively: \$6,452.03 as to the Calsonic parcel and \$17,341.83 as to the Lextron/Visteon parcel, which payments are included within the total payment due from Nissan North America, Inc. as set forth in paragraphs 4, 5, 7 and 8, above.
- 11. That, therefore, upon receipt of said funds from Nissan North America, Inc., the County Treasurer shall pay unto the Canton Public School District the sum of <u>\$1,614,415.14</u> and shall pay unto the General Fund of Madison County, to be directed to the appropriate bond fund, the sum of <u>\$1,708,411.57</u>.

Following discussion, Mr. Andy Taggart did offer and Mr. Karl M. Banks did second a motion to approve, adopt and enter the foregoing Order. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and the above and foregoing Order was and is hereby approved, adopted and entered.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### In re: Approval of 16th Section Lease

WHEREAS, the Madison County School Board has approved the following 16th Section lease and forwarded it to the Board for review and approval, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes:

	Katherine D. Adcock Lot 53, Livingston Subdivision, Part I 40 years
<u>Year</u>	<u>Annual Rent</u>
1 - 5	\$ 1,000.00
6 - 10	\$ 1,100.00

\$ 1,200.00
\$ 1,300.00
\$ 1,400.00
\$ 1,500.00
\$ 1,600.00
\$ 1,700.00
\$ \$ \$ \$

Following discussion, Mr. Karl M. Banks did offer and Mr. Paul Griffin did second a motion to approve the 16th Section Lease as set forth above and as submitted by the Madison County School Board. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	No
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried by a majority vote (4-1) of the Board and said lease was and is hereby approved.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### *In re:* Consideration of Constructing New Community Center - Kearney Park

Following discussion, Mr. Karl M. Banks did offer and Mr. Paul Griffin did second a motion to authorize the testing of asbestos in the building presently known as the community center at Kearney Park. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and the testing for asbestos was and is hereby approved.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### *In re:* Application for Qualified Resort Status with Respect to Certain Property of the Reunion Golf & Country Club Under the Regulations of the Mississippi State Tax Commission

WHEREAS, on December 18, 2006, a representative of Reunion Golf & Country Club, did appear before the Board and presented the following resolution for its consideration:

### **RESOLUTION**

WHEREAS, Madison County recognizes that well-planned, large scale residential housing developments are highly beneficial to both the county and its residents, especially when such developments include substantial investments in a variety of athletic and recreational facilities; and

WHEREAS, Reunion Golf & Country Club is part of a residential development which is slated to include as many as 2,200 residential units as well as golf, tennis, equestrian and other

President's Initials: \_\_\_\_\_ Date Signed: \_\_\_\_\_ For Searching Reference Only: Page 14 of 25 (12/18/06) athletic recreational facilities and amenities; and

WHEREAS, at present 185 residential units in the Reunion development have been completed and approximately another 95 are presently under construction; and

WHEREAS, by operation of law (under Miss. Code Ann. §67-1-5(o)) and without any action on the part of the Madison County Board of Supervisors or the Mississippi State Tax Commission, Reunion Golf & Country Club shall be classified as a "qualified resort" upon the completion of its 400<sup>th</sup> residential unit, which could occur as soon as 2008 based on current trends; and

WHEREAS, as required by the Mississippi State Tax Commission, the proposal by Reunion Golf & Country Club to designate a specified area within the development as a "qualified resort area" has been endorsed by Madison area civic clubs and is not opposed by county law enforcement officials;

WHEREAS, in recognition of the substantial and continuing investment being made in connection with the development of the Reunion Golf & Country Club and to better enable such facilities to attract visitors, vacationers and other guests to Madison County for athletic and recreational events, it is appropriate that the Reunion Golf & Country Club development be designated as a "qualified resort area" prior to completion of its 400<sup>th</sup> residential unit; and

WHEREAS, the Reunion Golf & Country Club has agreed that it will independently request, and otherwise fully support, the setting of legal hours for the proposed qualified resort area so as to be identical with those of the City of Madison, Mississippi.

NOW, THEREFORE, BE IT RESOLVED, that, the Madison County Board of Supervisors does hereby approve the designation of the real property described in Exhibit A (the "Subject Property") hereto (and Exhibit G to these Minutes) as a "qualified resort area" within the meaning of Miss. Code Ann. §67-1-5(o) and, by these presents, it does hereby authorize and direct the President of this body to submit an application containing a certified copy of this resolution (together with all exhibits hereto) and the other required documents (in the form provided to the Madison County Board of Supervisors or its counsel by Reunion Golf & Country Club) to the Mississippi State Tax Commission for the Subject Property of Reunion Golf & Country Club be so designated.

IT IS FURTHER RESOLVED, THAT, the Madison County Board of Supervisors shall, by and through its counsel, petition the Mississippi State Tax Commission to require that the legal hours of service applicable to the proposed qualified resort area be set so as to be identical to those imposed by the City of Madison, Mississippi and to inform the State Tax Commission that the County's application for the Subject Property to be designated as a qualified resort area is expressly conditioned upon the legal hours of service for the resort area conforming to those of the City of Madison, Mississippi.

Following discussion, Supervisor Andy Taggart did move and Supervisor Karl M. Banks did second a motion to adopt and approve the above and foregoing Resolution. The vote on the matter being as follows:

Supervisor	Douglas L. Jones	Aye
Supervisor	Tim Johnson	Aye
Supervisor	Andy Taggart	Aye
Supervisor	Karl M. Banks	Aye
Supervisor	Paul Griffin	Aye

the matter carried and said Resolution was and is hereby adopted.

SO ORDERED this the 18th day of December, 2006.

President's Initials: \_\_\_\_\_ Date Signed: \_\_\_\_\_ For Searching Reference Only: Page 15 of 25 (12/18/06)

### *In re:* Request for Variance - Rosedowne Block "R" @ Reunion

WHEREAS, Mr. Keith Kent of Reunion, Inc. appeared before the Board and requested the Board approve variances at Rosedowne Block "R" @ Reunion as per that certain memorandum from Dungan Engineering, PA dated December 13, 2006, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes, and

WHEREAS, County Engineer Rudy Warnock did inform the Board that said request met with his approval,

Following discussion, Mr. Andy Taggart did offer and Mr. Karl M. Banks did second a motion to approve the request for variance at Rosedowne Block "R" @ Reunion in accordance with the request as outlined in said memorandum. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said request for variance was and is hereby approved.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### In re: Consideration of a Proposed Subdivision Regulation

WHEREAS, County Engineer Rudy Warnock and Board Attorney Edmund L. Brunini, Jr. appeared before the Board and presented a certain proposed subdivision regulation for the Board's consideration allowing the approval of and filing of a subdivision plat prior to the completion of necessary infrastructure under certain limited conditions, a true and correct copy of which proposed regulation may be found in the Miscellaneous Appendix to these Minutes,

Following discussion, Mr. Andy Taggart did offer and Mr. Karl M. Banks did second a motion to approve said regulation as presented. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said regulation was and is hereby approved.

SO ORDERED this the  $18^{th}$  day of December, 2006.

### *In re:* Approval of Final Plat Carlyle Block "L" @ Reunion

WHEREAS, County Engineer Rudy Warnock appeared before the Board and presented the final plat for Carlyle Block "L" @ Reunion and requested the Board to approve same, indicating and representing that the same met with all appropriate and applicable county requirements, and

President's Initials: \_\_\_\_\_ Date Signed: \_\_\_\_\_ For Searching Reference Only: Page 16 of 25 (12/18/06) WHEREAS, Mr. Warnock did also present a Letter of Credit and advised the Board that the streets listed on said plat are to be accepted as public roads, and added to the County Road Register to the extent such streets are depicted on said plat, to-wit:

Carlyle Drive Honours Drive

Following discussion of this matter, Mr. Andy Taggart did offer and Mr. Karl M. Banks did second a motion (1) approve said final plat, (a) contingent upon the Board Attorney and County Engineers satisfaction, (b) subject to the requirement that approval of the Madison County Board of Supervisors would be required on any changes to said plat and/or the accompanying covenants until such time as a majority of votes necessary to change the covenants are controlled by residents of the subdivision, and (c) subject to zoning ordinances that the Board finds will be applicable upon adoption thereof in the future; and (2) accept the above listed roads as public roads, and (3) direct the Clerk to accept and retain the aforesaid letter of credit. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and the final plat of Carlyle Block "L" @ Reunion was and is hereby approved with the aforesaid provisos and said roads were and are hereby accepted as public streets.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### *In re:* Approval of Final Plat Rosedowne Block "R" @ Reunion

WHEREAS, County Engineer Rudy Warnock appeared before the Board and presented the final plat for Rosedowne Block "R" @ Reunion and requested the Board to approve same, indicating and representing that the same met with all appropriate and applicable county requirements, and

WHEREAS, Mr. Warnock did also present a Letter of Credit and advised the Board that the streets listed on said plat are to be accepted as public roads, and added to the County Road Register to the extent such streets are depicted on said plat, to-wit:

Rosedowne Bend Lake Village Drive Rosedowne Drive

Following discussion of this matter, Mr. Andy Taggart did offer and Mr. Karl M. Banks did second a motion (1) approve said final plat, (a) contingent upon the Board Attorney and County Engineers satisfaction, (b) subject to the requirement that approval of the Madison County Board of Supervisors would be required on any changes to said plat and/or the accompanying covenants until such time as a majority of votes necessary to change the covenants are controlled by residents of the subdivision, and (c) subject to zoning ordinances that the Board finds will be applicable upon adoption thereof in the future; and (2) accept the above listed roads as public roads, and (3) direct the Clerk to accept and retain the aforesaid letter of credit. The vote on the matter being as follows:

President's Initials: \_\_\_\_\_ Date Signed: \_\_\_\_\_ For Searching Reference Only: Page 17 of 25 (12/18/06)

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and the final plat of Rosedowne Block "R" @ Reunion was and is hereby approved with the aforesaid provisos and said roads were and are hereby accepted as public streets.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### *In re:* Approval of Final Plat Lake Village Drive @ Reunion -Glenwood to Rosedowne Right of Way

WHEREAS, County Engineer Rudy Warnock appeared before the Board and presented the final plat for Lake Village Drive @ Reunion - Glenwood to Rosedowne Right of Way and requested the Board to approve same, indicating and representing that the same met with all appropriate and applicable county requirements, and

WHEREAS, Mr. Warnock did also present a Letter of Credit and advised the Board that the streets listed on said plat are to be accepted as public roads, and added to the County Road Register to the extent such streets are depicted on said plat, to-wit:

### Lake Village Drive

Following discussion of this matter, Mr. Andy Taggart did offer and Mr. Karl M. Banks did second a motion (1) approve said final plat, (a) contingent upon the Board Attorney and County Engineers satisfaction, (b) subject to the requirement that approval of the Madison County Board of Supervisors would be required on any changes to said plat and/or the accompanying covenants until such time as a majority of votes necessary to change the covenants are controlled by residents of the subdivision, and (c) subject to zoning ordinances that the Board finds will be applicable upon adoption thereof in the future; and (2) accept the above listed roads as public roads, and (3) direct the Clerk to accept and retain the aforesaid letter of credit. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and the final plat of Lake Village Drive @ Reunion - Glenwood to Rosedowne Right of Way was and is hereby approved with the aforesaid provisos and said roads were and are hereby accepted as public streets.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### *In re:* Approval of Change Order No. 2 Gluckstadt Road Widening and Improvements

WHEREAS, County Engineer Rudy Warnock appeared before the Board and presented Change Order No. 2 pertaining to the Gluckstadt Road Widening and Improvements submitted by Superior Asphalt, Inc. to design change of Gluckstadt Road due to strength of existing

> President's Initials: \_\_\_\_\_ Date Signed: \_\_\_\_\_ For Searching Reference Only: Page 18 of 25 (12/18/06)

pavement structure,

Following discussion, Mr. Paul Griffin did offer and Mr. Douglas L. Jones did second a motion to approve said Change Order No. 2, a true and correct copy of which is attached hereto as Exhibit H, spread hereupon and incorporated herein by reference and authorize the payment of the sums set forth therein. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said Change Order No. 2 was and is hereby approved and the Chancery Clerk was and is authorized to issue a pay warrant accordingly.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### In re: Reunion Boulevard Phase 3 Project

WHEREAS, Mr. Warnock advised the Board to consider dividing said project into two (2) sub-phases, that is a Phase 3A and Phase 3B with Phase 3A constituting that portion of said project which would involve constructing a road and making improvements to existing roadways from Green Oak Lane to the intersection of Parkway East and with Phase 3B constituting that portion of said project from Parkway East to Interstate 55, and

WHEREAS, Mr. Warnock clarified for the Board that his recommendation would be to bid the project as a whole, that is as one project, just to be completed in the order of the subphases discussed,

Following discussion, Mr. Douglas L. Jones did offer and Mr. Karl M. Banks did second a motion to bid the reunion Boulevard Phase 3 project as a whole, but to divide the work to be performed thereunder into to sub-phases, a Phase 3A to constitute the construction of Reunion Boulevard and making improvements to the existing roadway from Green Oak Lane to the intersection of Parkway East and a Phase 3B to constitute the construction of Reunion Boulevard from Parkway East to Interstate 55. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said project was and is so divided.

SO ORDERED this the  $18^{th}$  day of December, 2006.

### *In re:* Consideration of Proposed Comprehensive Subdivision Regulations for Madison County

WHEREAS, County Zoning Administrator Brad Sellers did appear before the Board and requested that the Board set January 22, 2007 as the date to conduct a public hearing on the adoption of proposed Comprehensive Subdivision Regulations for Madison County, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes,

President's Initials: \_\_\_\_\_ Date Signed: \_\_\_\_\_ For Searching Reference Only: Page 19 of 25 (12/18/06) Following discussion, Mr. Karl M. Banks did offer and Mr. Paul Griffin did second a motion to set a public hearing for the consideration thereof for January 22, 2007 and to direct Mr. Sellers to issue the appropriate notice for publication. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said public hearing was and is hereby set and Mr. Sellers was and is authorized accordingly.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### *In re:* Consideration of Contract Between Madison County and Warnock & Associates for Engineering Services Pertaining to the Deerfield Drainage Project

WHEREAS, County Engineer Rudy Warnock did appear before the Board and presented a proposed contract between his firm and the county pertaining to the performance of engineering services for the Deerfield Drainage Project recently authorized and approved by the Board,

Following discussion, Mr. Douglas L. Jones did offer and Mr. Karl M. Banks did second a motion to approve said contract subject to review by and approval of the Board Attorney. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said contract was and is hereby approved, and the Board President was and is authorized to execute the same upon approval by the Board Attorney.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### *In re:* Approval of Construction Contract for Park Place Boulevard, Accept Certain Donated Rights of Way and Authorization for County Engineer to Issue Limited Notice to Proceed

Following discussion, and upon the recommendation of the board Attorney and the County Engineer, Mr. Karl M. Banks did offer and Mr. Paul Griffin did second a motion to (1) approve a construction contract with Southern Rock, LLC previously presented this Board in its meeting of November 6, 2006 and as revised by the Board Attorney. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

President's Initials: \_\_\_\_\_ Date Signed: \_\_\_\_\_ For Sear2 fing Reference Only: Page 20 of 25 (12/18/06) the matter carried unanimously and said contract was and is hereby approved.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

Thereafter, and following additional discussion, Mr. Andy Taggart did offer and Mr. Karl M. Banks did second a motion to accept certain rights of way donated by various landowners in and around said project and authorize and direct the County Engineer to issue a limited notice to proceed to the contractor as to work on those rights of way only. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said rights of way were and are hereby accepted and the County Engineer was and is so authorized and instructed.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### *In re:* Consideration of Agreement for Legal Services with the Firm of Danks, Miller, Hamer and Cory

WHEREAS, County Administrator Donnie Caughman did appear before the Board and presented certain correspondence together with a proposed letter agreement for legal services between Madison County and the law firm of Danks, Miller, Hamer and Cory, and

WHEREAS, Board Attorney Edmund L. Brunini, Jr. did report that he had prepared the same so as to allow Eric Hamer, Esq. to perform legal services with respect to the acquisition of right of way for road enlargement and enhancement of Gluckstadt Road, and

WHEREAS, a true and correct copy of said agreement is attached hereto as Exhibit I, spread hereupon and incorporated herein by reference,

Following discussion, Mr. Paul Griffin did offer and Mr. Karl M. Banks did second a motion to approve said agreement and authorize and direct Mr. Hamer to carry out the services set forth therein. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said agreement was and is hereby approved and Mr. Hamer was and is authorized accordingly.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### *In re:* Acknowledge Receipt of Funds for Feeding Housing Prisoners

WHEREAS, Sheriff Toby Trowbridge appeared before the Board and presented checks for feeding and housing of prisoners as follows:

President's Initials: \_\_\_\_\_ Date Signed: \_\_\_\_\_ For Searching Reference Only: Page 21 of 25 (12/18/06)

Entity	Am	ount
City of Flora	\$	2,432.10
City of Canton	\$	4,844.85
City of Canton	\$	4,371.13
City of Madison	\$	1,394.05
Valley Foods	\$	2,869.18

AND WHEREAS, Sheriff Trowbridge also submitted (1) a check in the amount of \$9,000.00 from the City of Richland for the purchase of drug dog, (2) a donation in the amount of \$100.00 to be deposited in the Drug Seizure Fund and (3) presented an invoice in the amount of \$18,080.00 and requested the Board President execute the same which represents fees incurred by the federal government during the prior month for feeding and housing prisoners,

Following discussion, Mr. Douglas L. Jones did offer and Mr. Karl M. Banks did second a motion to acknowledge receipt of said checks and authorize and direct the Board President to execute the aforesaid invoice. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said checks were and are hereby acknowledged received and the Board President so authorized.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

Thereafter, Mr. Douglas L. Jones did offer and Mr. Karl M. Banks did second a motion to approve that certain contract with the U. S. Marshal Service for housing prisoners at a cost of \$40.00 per day and \$18.43 per hour for transporting and mileage, a true and correct copy of which is attached hereto as Exhibit J, spread hereupon and incorporated herein by reference. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said contract was and is hereby approved.

SO ORDERED this the  $18^{th}$  day of December, 2006.

### *In re:* Approval Contract and Memorandum of Understanding with Metro One, LLC

WHEREAS, Sheriff Toby Trowbridge appeared before the Board and requested the Board approve a contract and Memorandum of Understanding with Metro One, LLC to patrol the County via helicopter,

Following discussion, Mr. Paul Griffin did offer and Mr. Douglas L. Jones did second a motion to (1) approve a Memorandum of Understanding between the county and Metro One, LLC to provide such services, (2) approve a contract with said firm to provide such services upon the execution of said MOU at the rate of \$25,000.00 per year, (3) amend the current year budget of

President's Initials: \_\_\_\_\_ Date Signed: \_\_\_\_\_ For Searching Reference Only: Page 22 of 25 (12/18/06) the Madison County Sheriff's Department so as to increase fund number 001-200-581 by \$25,000.00a, (4) authorize and direct Board Attorney Edmund L. Brunini, Jr. to review and assist in the preparation of the aforesaid contract and Memorandum of Understanding, (5) authorize and direct the Board President to execute both the MOU and the contract contingent upon the approval of the Board Attorney, and (6) waive any conflict of interest which the firm of Butler Snow O'Mara Stevens and Cannada, PLLC may have with regard to its representation of said firm in connection with this matter and its representation of the county in various other matters.

The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said MOU and contract were and are hereby approved, the Sheriff's Department budget was and is hereby amended, the Board Attorney so directed, the Board President so authorized, and any conflict which the aforesaid firm may have in connection with these matter was and is hereby waived.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### *In re*: Entering into "Closed Session" to Determine Whether or not the Board Should Declare an Executive Session

WHEREAS, the Board of Supervisors after beginning the meeting in open session, determined that it was necessary to enter into closed session for a brief discussion to ascertain whether an Executive Session was needed as to the acquisition of real property,

Following discussion and pursuant to the terms of Miss. Code Ann. § 25-41-7, as amended, Mr. Mr. Douglas L. Jones did offer and Mr. Andy Taggart did second a motion to make a closed determination upon the issue of whether or not to declare an Executive Session for the purpose of discussing the acquisition of certain real property on behalf of the Madison County Wastewater Authority, with the following persons deemed necessary for Board discussions, deliberations, and recording of such Executive Session, to wit: members of the Board, Chancery Clerk Arthur Johnston, Board Secretary and Deputy Chancery Clerk Cynthia Parker, Board Attorney Edmund L. Brunini, Jr., County Administrator Donnie Caughman, County Comptroller and Deputy Chancery Clerk Mark Houston, and Sheriff Toby Trowbridge. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously, and the Board took up the matter of entering into Executive Session.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

### In re: Entering into Executive Session

WHEREAS, a discussion of the nature of the matters requiring Executive Session was

President's Initials: \_\_\_\_\_ Date Signed: \_\_\_\_\_ For Sear2hing Reference Only: Page 23 of 25 (12/18/06) had and Board Attorney Edmund L. Brunini, Jr. and John Brunini, Esq. informed the Board that the county had been requested to exercise its powers of eminent domain on behalf of the Madison County Wastewater Authority in order that said agency might acquire necessary and critical rights of way in order to install service lines, and

Following discussion, Mr. Karl M. Banks did offer and Mr. Andy Taggart did second a motion to enter into Executive Session to discuss the acquisition of certain real estate to be used by the Madison County Wastewater Authority in order to install service lines. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and President Johnson declared the Board of Supervisors to be in Executive Session for the consideration of such matters and the Chancery Clerk announced to the public the purpose for the Executive Session.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

During Executive Session and following discussion, Mr. Karl M. Banks did offer and Mr. Andy Taggart did second a motion to authorize and direct Board Attorney Edmund L. Brunini, Jr. And members of his law firm to take all actions necessary, including the filing of the appropriate eminent domain lawsuits, to acquire, on behalf of the Madison County Wastewater Authority, (1) a certain easement and/or right of way approximately 200 feet in length owned by the Jordan Land Company along the route of the Green Oak Force Main project, and (2) a certain easement and/or right of way approximately 200 feet in length along Green Oak Road and an additional easement and/or right of way approximately 200 feet in length along Gross Road owned by Wirt Yerger and the Yerger Family Limited Partnership, with all such actions being contingent upon the failure of negotiations with said landowners and upon the execution of a Memorandum of Understanding with the Wastewater Authority to be prepared by the Board Attorney. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously.

SO ORDERED this the 18<sup>th</sup> day of December, 2006.

Thereafter, Mr. Mr. Douglas L. Jones did offer and Mr. Karl M. Banks did second a motion to adjourn the Executive Session and direct the Chancery Clerk to announce to the public the action taken therein. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present, the Executive Session declared adjourned, and the Chancery Clerk did announce to the public the action taken therein.

President's Initials: \_\_\_\_\_ Date Signed:\_\_\_\_\_ For Sear?#ing Reference Only: Page 24 of 25 (12/18/06) SO ORDERED this the 18<sup>th</sup> day of December, 2006.

THERE BEING NO FURTHER BUSINESS to come before the Board of Supervisors of Madison County, Mississippi, upon motion duly made by Supervisor Douglas L. Jones and seconded by Supervisor Andy Taggart and approved by the unanimous vote of the Board members present, the December 2006 term of the Board of Supervisors was adjourned.

> Tim Johnson, President Madison County Board of Supervisors

Date signed: \_\_\_\_\_

ATTEST:

Arthur Johnston, Chancery Clerk

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the express purpose of providing fire protection services, and other emergency services as may be a necessary and integral part of fire protection services, to Madison County in the areas and under the circumstances herein below described: Supervisors, for and on behalf of Madison County, Mississippi (hereinafter referred to as the "County"), and the Mayor and Board of Aldermen of the City of Canton, Mississippi, by and on behalf of the City of Canton, Mississippi (hereinafter referred to as the "City"), for õ entered into by and between the Madison County Board Contract is This

### I. AUTHORITY

This Contract is entered into pursuant to the authority of 83-1-39, 19-5-175, and 19-5-233 of the Mississippi Code. The City is designated as the Fire Protection Services Provider for all of the area served by and assigned to the City.

### II. TERM

The term of this Contract shall be for one year, from October 1, 2006, to September 30, 2007.

### **III. TERMINATION**

upon thirty (30) days notice, subject to reimbursement by the City to the County of Funds Any party may terminate this Contract by giving written notice to all other parties paid to date, prorated by that portion of the term of the Contract that has expired prior to termination.

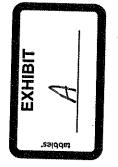
### IV. SERVICE AREA

be a necessary and integral part of the fire protection service, in the geographical area described in Exhibit "A" attached hereto and made a part hereof, but said designation of service area shall not inhibit or prevent the City from answering mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas The City shall provide fire protection services, and other emergency services as may of Madison County or adjoining Counties.

# V. COUNTY RESPONSIBILITIES

# A. EQUIPMENT, BUILDINGS, AND INVENTORY

The County may make available to the City during the life of this Contract and any extension hereof various items of fire-fighting equipment and other appropriate emergency equipment reasonably related to fire protection services, all of which shall be titled to Madison County and documented on the Property Inventory of the County. Any other emergency



the County to the use of the City shall be inventoried as County equipment. equipment on loan from state or federal agencies and assigned by

All County owned buildings provided for the use of the City for the housing of equipment shall be inventoried by the County. This paragraph is not to be considered as a limitation on the ability of the City to own property.

### B. INSURANCE

also pay the cost to provide such liability insurance coverage as the Tort Claims Board or State Law determines to be necessary to protect the City against the risk of claims or lawsuits for which it may be liable under the Tort The County shall pay the cost to provide comprehensive and liability insurance coverage on all County owned motor vehicles, fire fighting equipment and buildings assigned to the use of the City. The County shall Claims Act.

## VI. FINANCIAL SUPPORT

each additional appropriation shall be expressly within the sole discretion of the County. The expenditure of County funds budgeted for the City shall be according to the procedures and for the purposes provided by State Law. In order to facilitate major expenditures for fire fighting equipment and/or capital construction, the County may pledge such budgeted funds as security. The City shall annually submit a detailed budget request through the County Fire Coordinator not later than the 1st day of July. The City shall meet the reporting requirements of the State Commissioner of Insurance in order to receive The Madison County Board of Supervisors agrees to provide and pay over to the City of Canton, as funds become available to the County, an amount of Ten Thousand Dollars (\$10,000.00) of the State of Mississippi fire insurance rebate money received by insurance rebate money is spent. Additional appropriations may be made by the County from time to time in aid of particular fire departments or for a particular special project, but Madison County for the terms of this Contract. The City must still follow State Laws on how funding through the County budget appropriation.

# VII. JUNIOR MEMBERSHIP PROGRAM

corporation of the State of Mississippi, having an active fire department having a roster of qualified fire fighters of which not less than fifty percent (50) have completed, or are in the process of completing training recommended by the State Fire Academy. Fire fighters must be at least the minimum age at which the Mississippi Fire Academy will accept students for training and testing as "Certified Fire Fighters, Level I" and a Nationally Registered Emergency Medical Technician. Only properly licensed and trained personnel will be allowed to operate motor vehicle equipment owned by the County. It is recommended that each driver must successfully complete an Emergency Driver Safety Course. It is The City warrants that it is a duly organized and existing code chartered municipal

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completed training for all fire fighters. The roster shall be updated and filed with the County through the County Fire Coordinator at least annually by the date set by the County Fire Coordinator. Any changes, additions, or deletions to the roster shall be immediately reported to the County Fire Coordinator. No alcoholic beverages shall be allowed on the County premises assigned to the use of the City or property owned by the City, and no fire fighter shall be allowed to an emergency call while under the influence of understood that the City may, in its discretion, operate a Junior Membership Program for volunteers at least fifteen (15) years or age for the purpose of public interest, recruitment and education. However, such Junior Members shall not take part in emergency services provided by the City. Such Junior Members shall not be covered under the insurance described herein above and such Program shall be at the sole risk and under the sole control of the City. The City shall maintain a membership roster containing the names, alcohol or drugs. The monitoring of this requirement shall be the sole responsibility of the City. Any violations must be reported to the County through the County Fire Coordinator within 24 hours of the occurrence.

### VIII. CITY RECORDS

Fire Coordinator within 24 hours following the occurrence. The City must maintain auditable records or the receipt and expenditure of any and all funds which may be appropriated directly to the City from the County and a copy of the City's annual audit shall accidents or property damage must be recorded and reported to the County through the Records of all alarms and fire calls shall be maintained with combined monthly reports to the County through the Fire Coordinator. Documentation of all personal injuries, be provided to the County.

# IX. EQUIPMENT AND BUILDING MAINTENANCE

to it in a clean, safe, reliable operating condition, and shall provide repairs, maintenance, operating costs, and licenses from funds allocated or budgeted for such purposes by the County or from the City's own independently generated funds, and shall return the County property in as good condition as when received, except for ordinary wear and depreciation. The maintenance and safety of the equipment will be the exclusive responsibility of the City. The City will provide inspection, repair, and preservation of the equipment on a specified regular schedule. Records of such shall be a part of the City's annual report filed with the County Fire Coordinator. The County and County Fire Coordinator shall be authorized to inspect all County property at any time. The City shall maintain all equipment, motor vehicles and County buildings assigned

## X. USE OF EQUIPMENT

The equipment assigned to the City shall be used for the sole purpose of providing fire protection or other approved emergency services related to the providing of fire protection for the general public of the County with specific responsibility to the

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responding. The City shall have complete control of the manner and method of operating the County's equipment, the selection of personnel, and the adoption of safety and other regulations, so as to provide to the City the complete control of the manner in which such equipment is operated. However, it is expected that County equipment will not be abused geographical area assigned to the Department and as described on Exhibit "A" or as may be hereafter amended. Additionally, the City shall be responsible for responding to mutual assistance calls from other fire departments or entities under mutual assistance such emergency calls, the City shall cooperate with all other fire departments or agencies agreements in other areas of Madison County or adjoining counties. When responding to and safety shall be a priority consideration in responding to calls.

# XI. RATING IMPROVEMENTS

Diligent effort shall be made by the City to attain the most effective fire insurance rating for the area or areas being served.

## XII. COUNTY LIMITATIONS

of the City, and nothing contained herein shall be construed as an expressed or implied undertaking on the part of the County to contribute to the operation and performance of the The County, its officers, and employees shall exercise no control over the operation S S S

# XIII. COOPERATION WITH COUNTY FIRE COORDINATOR

require accurate and timely reports that will be requested from the City by the Fire Coordinator. It is agreed and understood that the failure to file these reports can result in withdrawal of funds or insurance coverage. The Fire Coordinator shall, with participation from the Fire Departments, submit a five year plan of development for Board approval. The Development, the Commissioner of Insurance, the State Rating Bureau, and the various Fire Departments. The duties of the Fire Coordinator shall include, but not be limited to, administrative functions as requested by the Board relative to all City actions. The City, Fire Departments and/or Fire Districts shall respect this responsibility and direct their contact with these parties through the Fire Coordinator. Rebate funds and insurance policies State law requires that the County employ a County Fire Coordinator to act as between the Board of Supervisors, the State Department of Fire Services liaison between the Board of Supervisors, the Fire Coordinator shall report annually on progress.

### XIV. EFFECTIVE DATE

This Contract shall be effective as the latest date executed by the parties and shall supersede all previous agreements between the parties.

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Approved and authorized by the Madison County Board of Supervisors on the day of <u>Approved</u> and authorized by the Madison County MISSISSIPPI By MADISON COUNTY, MISSISSIPPI By Presidenty Board of Supervisors Collarisery Clerk of the Mad Daries of Supervisors Collarisery Clerk of the Mad By Pressissippi on the <u>A</u> day of Approved and authorized by the City of Carton, MISSISSIPPI Approved and authorized by the City of Carton approved and authorized by the City of Carton, MISSISSIPPI Approved and authorized by the City of Carton approved approved and a city of Carton
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Property of MADISON		School Dist.	Road Dist.	
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COUNTY OF MADISON				
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	rs on the <b>RFAI</b>	Assessment or Personal)	Roll for the year	-
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STATE OF MISSISSIPPI	AFFJ	IDAVIT FOR CHANGE		
Б Т С				
13	Parcel	Land Improvements	Total Value	Change
VAR	SNOT			
OwnerVARIOUS		Reason for change	VARIOUS	
Application is reduction of assessment, stated are true.	is hereby made by, snt, and the partie	or on behalf of, the s signed below swear 1	ned for fy that	change or all facts
AFFIANT		TAXPAYER		
Witness my signature th TAX ASSESSOR	is the <b>18TH</b> day.	RBER -		
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and said changes being f IT IS FURTHER the State Tax Commission Original Assessment Roll and directed to change t and the Tax Collector be Exemption, if any, be ad	or the year <b>_20</b> ORDERED, that th The Clerk of . in his office, the copy in his I given the prope	06.7 e Clerk of this Board certify this Board is hereby authorize and the Tax Collector of this bossession to conform with the pr credit therefor, including d	two copies of d and directe County is her provisions of istrict taxes	this order to d to change the eby authorized this oreder, , and Homestead
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is a true and correc	t transcript of a	n order of said Board o	f Supervisors, passed	on ba
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W4	5372-06	5	APPLY AG USE	-11225	92021	12075	0	081C-06 -002/17.00	14 WINNINGEK WIKE	SAGE 2A
M4	2452-06	5	LAND VALUE HIGH/SPLIT PARCEL	97 <i>77</i>	4220	4250	0	081C-06 -002/11.02	13 SCOTT STEPHEN H	AGE 2A
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209	5462-06	7	10% FORM	8622-		2403	5260	8464	0030-18C-067/00.00	12 COLEMAN ROBERT E SR	AS BE
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M5	5 5475-06	2	REDUCE LAND VALUE	8241-		41538	12852	58386	081H-28 -012/02.00	2 STRAUSS CATHY M	AS 3A
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W†	1 2466-06	CREATE TAX BILL 22ACRES		0	0	0	052B-04 -002/01.00	MOSES JEAN -ETAL-		PAGE 1
NGC ME	90-61091	ADD IMPS FROM ANOTHER PARCE		28601	6929	2228	0210-080-003/00-00			PAGE 1
2RM	3 2342-06	CLASS 2/DELETE HS		16439	0020	66601	07.00.0011-A92-1270	TWHITE CHARLES JJR		PAGE 1
3M 1 RM	1 2416-06			0022	0022	0	072H-33B-044/01.00	SELISATION CHARLES		bygei
ME ME	3 2346-06	CLASS 2/DELETE HS		36532	0069	30632	081G-30 001/00 00	DISEMULTING DAMAGE		PAGE 1
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M9 M9	90-23821			5220	1248	0	102H-28 -003/00 00	B STOKES WELTON		PAGE 1
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	n the 2006 - ant of the said property shoul Value 01 2017	ol Distri SON s notice as herein des (AL (AL (Persoual) REASED as shown b covements ovements	The manual munical mun	<pre>lcipality lssippi: rg-35-147, sased; the aid county. Total Increase 1878</pre>
	it affirmatively appearing to this board: 1. That the Clerk of this Board has given m address, by mail, more than ten days be s Board; and who appeared and presented ob 2. That the said owner has, in writing, arance before this Board and requested th And the Board having heard the evidence isfied that the said assessment should be IT IS, THEREFORE, ORDERED AND ADJUDGEN ginal assessment be and is hereby made and amount at Page, Line, b <b>1878</b> .		to said owner to directed by the p appear); , waived notice nade final; ered the same, set forth; an increase in follows: (096	the last order of e, entered and being the said to
<pre>matively appearing to this board: the clerk of this Board has given the required notice to said owner to the s, by mail, more than ten days before this meeting, as directed by the Orde and who appeared and presented objections (or failed to appear); t the said owner has, in writing, agreed to the increase, waived notice, ent efore this Board and requested that the assessment be made final; efore this Board having heard the evidence, and carefully considered the same, and b ist the said assessment should be increased, as herein set forth; r THEREFORE, ORDERED AND ADJUDGED by this Board that an increase in the sessment be and is hereby made and finally approved as follows: it Page, Line, be increased from \$ 8096</pre>	ER ORDERED, that the Clerk pies of this order to the S 372, and upon the approval c on the assessment roll and proceed to collect taxes or Tax Collector be duly char ADJUDGED this theday	s Board w Commis said orde ttify a c property th addit	hereby directed and on, as required by S( by the said Commissi of the Tax Collectures thus assessed, as p nal assessment. , 2006.	commanded ection 27- on to make or of this rovided by
<pre>it affirmatively appearing to this board:     1. That the Clerk of this Board has given the required notice to said owner to     1. That the clerk of this Board has given the required notice to said owner to     n address, by mail, more than ten days before this meeting, as directed by the     solution and who appeared and presented objections (or failed to appear);     2. That the said owner has, in writing, agreed to the increase, waived notice     and the Board having heard the evidence, and carefully considered the same,     infield that the said assessment should be increased, as herein set forth;     infield that the said assessment should be increased, as herein set forth;     infield that the said assessment should be increased, as herein set forth;     infield that the said assessment should be increased, as herein set forth;     infield assessment be and is hereby made and finally approved as follows:     amount at Page</pre>	CLERK'S C, Clerk of State of Mississippi, do hereby cer	IFICATE he Board of that the f sors, passe	Supervisors of regoing is a true on theday	l correct
<pre>ity appearing to this board:</pre>	ipt of an order of said board of as the same appears on Page ice of said Clerk in the itness my hand and official seal,	Para Jo L	of said Board, now in s	on file in aid county 19,D.C

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seesed to IAKE CAVALIKE INP CO — Road District
Road District School District County, M Board of Supervisors of <u>MADISON</u> county, M <u>RAID R. BARBER</u> and gives notice as required by Sect that the assessment of the property herein described should be being assessed on the 2006 <u>REAL</u> Assessment ROLL arcommends that the assessment of the and property herein described should be brind assessment of the and property herein described should be brind assessment of the and property herein described should be that the assessment of the and property herein described should be brind assessment of the and property hould be NCRANSD as shown behow. Total Number Land Tand Timprovements Total Number 000 5759 5228 10987 10-08C-003/00 00 5759 5228 10987 10-08C-003/00 00 5759 5228 10987 Nalue Increase AND REPLACING THESE INPS WITH NEW INPS. NU increase AND REPLACING THESE INPS WITH NEW INPS. NU increase AND REPLACING THESE INPS WITH NEW INPS. NU increase AND ARE NEEDED CORRECTIONS MADE TO MARE NEEDED OF CORRECTIONS MADE TO MARE NEEDED AND REPLACING THESE OF CORRECTIONS MADE TO MARE NEEDED OF CORRECTIONS MADE TO MARE NEEDED AND REPLACING THESE OF CORRECTIONS MADE TO MARE NEEDED AND REPLACING THE AND REPLACE MARE NEEDED AND REPLACING THESE OF CORRECTIONS MADE TO MARE NEEDED AND REPLACING THE REPUTED AND REPLACE Summe of Office OF THESE OF CORRECTIONS (OF TAILED A TORRECTIONS Dy Taxpayer:
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by Taxpayer: (Signature of Officet) by Taxpayer: matively appearing to this board: t the Clerk of this Board has given the required notice to said s, by mail, more than ten days before this meeting, as directed and who appeared and presented objections (or failed to appear t the said owner has, in writing, agreed to the increase, waive tefore this Board and requested that the assessment be made fin- at the said owner has hould be increased, as herein set forther the said assessment should be increased, as herein set forther
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before this Board and requested that the the Board having heard the evidence, and contact the said assessment should be increas
IT IS, THEREFORE, ORDERED AND ADJUDGED by this Board that an increase original assessment be and is hereby made and finally approved as follows:
amount at Page, Line, be increased from \$0987 33863
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ORDERED AND ADJUDGED this theday ofday of, 2006
President of the
CLERK'S CERTIFICATE
, Clerk of the Board of Supervisors o
ate of Mississippi, do hereby certify that the foregoing is a
of an offers on Page of Minute Book of said Board
said Clerk in the of
my hand and official seal, this day o
' BY
Tax Collector be duly charged with additional assess ADJUDGED this theday of <u>President of</u> <u>President of</u> <u>CLERK'S CERTIFICATE</u> <u>CLERK'S CERTIFICATE</u> <i>Rississippi, do hereby certify that the foregoing is</i> order of said Board of Supervisors, passed on the e appears on Pageof Minute Book of said Bu d Clerk in the of day of hand and official seal, this day of

		CO CO	COUNTY MADISON	
Assessed to WHITE CHARLES	ES J JR.			
Road D		School Distric	ctM	Municipality
To the Board of Super	ervisors of	MADISON	County, Mi	ississippi:
Now comes GERALD R. BARBER (Assessor or Other Officer) Code of 1972, that the assessment	of the	gives notice as perty herein desc	as required by Section described should be inc	ion 27-35-147, increased; the
operty being assessed to undersigned recommends that the assess	on the 2006	AE (Real/Personal) should be INCREASED as shown below:	sessment ROLL	of said County
	Land Value	Improvements	Total Value	Total Increase
721-29A-116/00.	00 4500	10939	15439	7720
	25 2/DELETE	HOMESTEAD		
Weason Ior Increase university withes my signature thi	1 1		IBER '	2006
Contraction of Contract			R. (Tilled Officer) TAX	X ASSESSOR
Acceptance by Taxpayer:	о страниция и траниция и т Траниция и траниция и тр		Date:	
mativ	to this	board:		and a second
at the Cler' ss, by mail and who ap at the said	than and ard	durred is meet s (or : to the	notice to said of ing, as directed ailed to appear) increase, waived	by the Order of i notice, entered
appearance before this Board and r And the Board having heard th	a H	requested that the assessment the evidence, and carefully cc	ent be made fina considered the herein set forth	LL; same, and being 1;
IT IS, THERE ginal assessment amount at Pade	2 Q	ADJUDGED by this Board th made and finally approved , be increased from \$.	ard that an increase proved as follows: from \$ <b>15439</b>	ase in the said to
7720				
S FURTHER t two copi de of 197 c change o to shall p the said T	beler	erk of this Board he State Tax Commi al of the said ord and to certify a is on said property charged with addi	is hereby directed a ssion, as required by der by the said Commis copy to the Tax Colle Y as thus assessed, av tional assessment.	ed and commanded d by Section 27- mmission to make ollector of this l, as provided by
ORDERED AND ADJUDGED	this the	day of	, 2006	, d
		1	President of the	Board
Τ,	CLERK'S CLERK'S	K'S CERTIFICATE ark of the Board of	f Supervisors of	
County, State of Mississippi transcript of an order of sa	pi, do hereby said Board of	certify that the for Supervisors, passed	cegoing is a t on the	rue and correct day of
as the same appears	age	0	of said Boarc	<u> </u>
the office of said Clerk in	the	of		in said County
Witness my hand and c	official seal,	, this day of .		, 19 <u> </u> .
		BY		О, П

Assessed to HAWMOND CHARLES InRoad DistrictSchool District To the Board of Supervisors of MADISON To the Board of Supervisors of MADISON Now comes	t	Municipality ississippi: ion 27-35-147, increased; the of said County. Total Increase <b>8603</b> <b>8603</b> <b>8603</b> <b>1</b> <b>2006</b> . <b>2006</b> .
Road District       School District         To the Board of Supervisors of MADISON       To the Board of Supervisors of MADISON         a comes       GERALD R. BARBER       and gives notice         a of 1972, that the assessment of the property herein       Improvement         id property being assessed on the 2006       REAL         age       Line       Parcel         number       Value       Improvement         age       Line       Parcel       Land         age       Line       Number       Value       Improvement         age       Line       Number       Value       Parcel       Exemistric         age       Line       Number       Value       Improvement         age       Line       Number       Value       Parcel         age       Line       Number       Value       Parcel         age       Inthe Number       Value       Parcel       Parcel         asson       for       Inthe Numbe	t County, Missi equired by Section 2 equired by Section 2 ssessment RoLL of se ssessment RoLL of se wr wr wr wr	cipal ssipp 7-35-1 ased; ased; id cou id cou Increa <b>860</b> <b>860</b> <b>35ESS(</b> to the to the to the ord to cou
To the Board of Supervisors of <u>MADISON</u> comes <u>GERALD R. BARBER</u> and gives notice of 1972, that the assessment of the property herein a property being assessed on the 2006 <u>REAL</u> (Measor other assessment of the suid property should be NCREASED as at the underigned recommends that the assessment of the suid property should be NCREASED as a age Line Number Value Improvemen age Line Number Value 0 2700 0 72H 33B-044/01 00 2700 0 ceRR asson for increase <u>ADD IMPROVEMENT</u> as for increase <u>ADD IMPROVEMENT</u> ceptance by Taxpayer: d it affirmatively appearing to this board: 1. That the Clerk of this Board has given the requ own address, by mail, more than ten days before this is Board; and who appeared and presented objections	County, Missi equired by Section 2 ssessment RoLL of s ssessment RoLL of s w: Total Value 2700 2700 2700 2700 2700 2700 2700 270	ssipp 7-35-1 ased; id cou Tota Tota Increa <b>860</b> <b>860</b> <b>6</b> <b>.</b> <b>06</b> <b>.</b> <b>06</b> <b>.</b> <b>1</b> <b>.</b> <b>.</b> <b>.</b> <b>.</b> <b>.</b> <b>.</b> <b>.</b> <b>.</b> <b>.</b> <b>.</b>
comes <b>GERALD R. BARBER</b> and gives notice s of 1972, that the assessment of the property herein d property being assessed on the <b>2006 REAL</b> (Meed/Personal) The underigned recommends that the assessment of the suid property should be NCRENSED as at age Line Number Value Improvemen Number Value Office <b>12</b> <b>72H 33B</b> - <b>044</b> / <b>01 0 2700 0</b> <b>72H 33B</b> - <b>044</b> / <b>01 0 2700 0</b> <b>6</b> <b>R</b> (Real/Personal) The second for increase <b>ADD IMPROVEMENT</b> ason for increase <b>ADD IMPROVEMENT</b> <b>GER</b> (Signature this the <b>18TH</b> day of <b>DE</b> <b>CER</b> (Signature this the <b>18TH</b> day of <b>DE</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>CER</b> <b>C</b>	equired by Section 2 ibed should be incre- ssessment ROLL of se w: Total Value 2700 2700 2700 2700 2700 2700 2700 270	7-35-1 ased; id cou Tota ncrea 860 860 860 35ESS( 55ESS) 55ESS( 55ESS( 55ESS) 55ESS( 55ESS( 55ESS) 55ESS( 55ES
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The undersigned recommends that the assessment of the said property should be INCREASED Parcel Land Tand Tand Tmprover Number Value Improver <b>72H-33B-044/01.00 2700 0</b> <b>0</b> <b>72H-33B-044/01.00 2700 0</b> <b>0</b> <b>0</b> <b>0</b> <b>0</b> <b>1</b> <b>1</b> <b>1</b> <b>1</b> <b>1</b> <b>1</b> <b>1</b> <b>1</b>	w: Total Value 2700 2700 R. Total R. Tak A A R. Tak A A Date: Date: Date: Date: Date: Date: bate to said owner ailed to appear); Increase, waived not	Total Total 860 860 860
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Dn for increase ADD IMPROVEMENT ese my signature this the 18TH day of Signature of Officer) (Signature of Officer) ptance by Taxpayer: t affirmatively appearing to this board: 1. That the Clerk of this Board has given the r address, by mail, more than ten days before the Board; and who appeared and presented objectio	R	06. SSESS( to the to the ce, en
on for increase <u>AND INFROVENTION</u> esempsignature this the <b>18TH</b> day of (Signature of Officer) ptance by Taxpayer: t affirmatively appearing to this board: 1. That the Clerk of this Board has given the r address, by mail, more than ten days before the Board; and who appeared and presented objectio	R. BARBER, TAX R. (Tute an Unteen), TAX Date: Date: notice to said owne ing, as directed by ailed to appear); increase, waived no ent be made final;	<b>06</b> . <b>SEESS(</b> to the the ord the the the ord the the the ord the the ord the the ord the
ptance by Taxpayer: t affirmatively appearing to this board: 1. That the Clerk of this Board has given the r address, by mail, more than ten days before th Board; and who appeared and presented objectio	R. T. BARBER, TAX R. (Time of the content of the made final;	SEESS( to the he ord ce, en
(Signature of Officer) tance by Taxpayer: affirmatively appearing to this board: 1. That the Clerk of this Board has given the address, by mail, more than ten days before Board; and who appeared and presented object	K. (Tub M. (Mark, 144) Date: Date: notice to said owne ng, as directed by ailed to appear); increase, waived no ent be made final;	to the he ord
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affirmatively appearing to this board: 1. That the Clerk of this Board has given the address, by mail, more than ten days before Board; and who appeared and presented object	notice to said owner .ng, as directed by ailed to appear); increase, waived not	to the he Ord .ce, en
1. That the Clerk of this Board has given the address, by mail, more than ten days before Board; and who appeared and presented object	notice to said owner .ng, as directed by ailed to appear); increase, waived not ent be made final;	to the he Ord .ce, en
	waived not ade final;	e, en and
n writing, agreed equested that the		and
rd having heard e said assessme	y considered the same, herein set forth;	
IT IS, THEREFORE, ORDERED AND ADJUDGED by this inal assessment be and is hereby made and finally	l that an increase ved as follows:	in the sa
nt at Page, Line, be increased	from \$ 2700	
R ORDERED, that the Clerk of this Board ies of this order to the State Tax Comm	l is hereby directed and commanded ission, as required by Section 27-	nd command Section
of 1972, and upon the approval of the said or inge on the assessment roll and to certify a mall proceed to collect taxes on said propert said Tax Collector be duly charged with addi any anymoush this the	r by the py to t as thus onal as	ston of this sctor of this grovided by
	President of the Board	ard
CLERK'S CERTIFICATE	er berkangen ander an	
, Clerk of the Board	sors of	
County, State of Mississippi, do hereby certify that the transcript of an order of said Board of Supervisors, pass	roregoing is a true a sed on theday o	
as the same appears on Pageof Minute Book	of said Board	w on file
e office of said	in	said County
Witness my hand and official seal, this day of		, 19
BV		С
Clerk of the Board of Supervisors of said County		

			Municipality	issip	ion 27-35-147, increased; the	said County.	Total Increase	18266		2006.	ASSESSOR		ner to the last by the Order of notice, entered	same, and being	se in the said to to		y directed and commanded required by Section 27- s said Commission to make he Tax Collector of this assessed, as provided by sessment.		Board		rue and correct day of	now on file in	in said County.		•	
	REAL/FERSONAL PROPERT COUNTY MADISON	· · · · · · · · · · · · · · · · · · ·	ctM	County, Miss	as required by Section described should be inc	Assessment ROLL of below:	Total Value	36532		BER ''	R. TAX	Date:	<pre>ifred notice to said owner meeting, as directed by (or failed to appear); the increase, waived not seessment be made final;</pre>	considered the termination for the construction of the constructio	Board that an increase approved as follows: ed from \$ 36532		is hereby directed ssion, as required ter by the said Com copy to the Tax Co r as thus assessed, cional assessment.	<b>.</b> .	President of the	of Supervisors of .	regoing is a t on the	of said Boarc				
	ASSESSMENT OF REAL/J CO		School Distric	MADISON	gives notice perty herein	<b>REAL</b> (Real/Personal) should be INCREASED as shown bel	Improvements	30632	Z HOMFSTFRAD				d: ven the regu before this objections J, agreed to that the a:	evidence, and carefully nould be increased, as 1	DGED by this and finally , be increase		clerk of this Board is hereby to the state Tax Commission, as in proval of the said order by the oll and to certify a copy to the caxes on said property as thus a ly charged with additional asse	day or		k of the Board	certif Superv	of Minute Bool	of	, this	BY	
		JAMES D	ict	Supervisors of	of the	on the <b>2006</b>	Land Value	00 5900		this the 18TH		· · · · · · · · · · · · · · · · · · ·	ng to is Bo than and has,	ard the ssment sl			<pre>), that the is order to pon the app seessment r c collect t ector be du</pre>	D this the		Club	sippi, do hereby of said Board of	on Page		d official seal		
	NOTICE TO INCREASE MTSSISSIPPI	ISEN	d Distr	Board of	GERALD R. BARBER (Assessor or Other Officer) 2, that the assessment		D Q	81G-25-022/00		or increase un signature t	And	ce by Taxpayer	 rmatively appea at the Clerk of ss, by mail, mo and who appear at the said own	he Board hav hat the said	S, THEREFORE issessment be at Page	9	JRTHER ORDER of copies of of 1972, and ange on the nall proceed said Tax Co	ORDERED AND ADJUDGED			ate of Missis of an Order	e same appe	ce of said Clerk	Witness my hand and	of Supervisors of said County	
FORM 71-027 (Revised 10/93)	N L	sed		To the	Now comes Code of 1972	prol	Page Line		'	Reason fo Witness m		Acceptance	And it affi 1. The known addre this Board; 2. Th	And And satisfied	TT TI original as The amount	í	5-149 5-149 he pr county aw; a	OKD		F			the office	M	Clerk of the Board of	

None         District         School District         Municipality           the Board of Supervisors of MADISON         County, Missississiphi:         Centry, Missississiphi:           72, that "memory advection of Supervisors of MADISON         County, Missississiphi:         Centry, Missississiphi:           72, that "memory selection of Supervisors of MADISON         Centry, Missississiphi:         Centry, Missississiphi:           72, that "memory selection of Supervisors of MADISON         Centry, Mississiphi:         Centry, Mississiphi:           73, that "memory selection of Supervisors of MADISON         Centry, Mississiphi:         Centry, Mississiphi:           73, that "memory selection of the property hare a selection of add County'         Centry, Mississiphi:         Centry, Mississiphi:           respectively         Patron         Manuber         Centry, Mississiphi:         Centry, Mississiphi:           respectively         Patron         Manuber         Fatron         Patron         Centry           respectively         Patron         Manuber         Manuber         Centry         Manuber         Patron           respectively         Patron         Manuber         Manuber         Manuber         Patron         Patron           respectively         Patron         Manuber         Manuber         Manuber         Patron		Ta	MANI F	CO	COUNTY MADISON	
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property being assessed on the 2006 R&M. Assessess The managent recommand net to externate the soli property handle introvements. The managent recommand net to externate the soli property danse in the intervent of the interve		ን   5_	of the	gives notice as r perty herein desc	equired by Sect ibed should be	27-35-1 reased;
Indextrements       Tand       Improvements       Tot         Inime       Parcel       Tand       Improvements       Value         S21-29-061/00.00       3000       10322       133         S21-29-061/00.00       3000       10322       133         For increase       CLASS 2/DELETE HOMESTEAD       Tot         For increase       CLASS 2/DELETE HOMESTEAD       133         For increase       CLASS 2/DELETE HOMESTEAD       133         That he clast of this board has given the required notice to the state and presented objections (or fulle to the increase and state and presented objections (or fulle to the increase and state and presented objections (or fulle to the increase and state and presented objections (or fulle to the increase and state and and presented objections (or fulle to the increase and state and and presented objections (or fulle to the increase and state and and presented objections (or fulle to the increase and state and and presented objections (or fulle to the increase and state and and presented objections (or fulle to the increase and state and and presented objections (or fulle to the increase and state and and presented objections (or fulle to the increase and and the increase and and the increase and and the increase and state and the increase and and and the increase and and and the increase and	property	d ass	he 2006	.TAL	ssessment ROLL	said
Line         Parcel         Land         Improvements         Value           Rumber         Value         Improvements         Value           82-29-061/00.00         3000         10322         133           For increase         CLASS 2/DELETE HOMESTEAD         133           Formatively appearing to this board had presented objections for increase         133           affirmatively appearing to this board had presented objections for increase         134           additess, y mall, more than tready spect that the assessment bo increase         134           additess, y mall, more than the days brow the required notice that the assessment bo increased, as howing the state that the assessment bo increased, as hore in the base of that the state finally approved as undeted that the state	The undersigned	that the	the said property	showa		
821-29-061/00.00     3000     10322     133       For increase     CLASS 2/DELETE HONESTEAD     For increase     CLASS 2/DELETE HONESTEAD       For increase     CLASS 2/DELETE HONESTEAD     ERALD & Tage       Fination     Fination     GERALD & Tage     133       Fination     Fination     133     133       Fination     Fination     133     133       Fination     Fination     GERALD & Tage     133       Fination     Fination     Fination     133       Fination     Fination     133 <t< td=""><td>age</td><td>Parcel Number</td><td>Land Value</td><td>Improvements</td><td>Total Value</td><td>Total Increase</td></t<>	age	Parcel Number	Land Value	Improvements	Total Value	Total Increase
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<pre>amp_aignature this the l8TH day of DECEMBER ance by Taxpayer: affirmatively appearing to this board: affirmatively appearing to this board: affirmatively appearing to this board affirmatively appearing to this board is meeting, as atd, and who appeared and presented objections (or failed to are before this Board and requested that the assessment be ince before this Board and requested that the assessment be ince before this Board and requested that the assessment be ince before this Board and requested that the assessment be ince before this Board and requested that the assessment be ince before this Board and is hereby made and finally approved as but at be and is hereby made and finally approved as bount at Page</pre>	for	0 8		1 1		
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eptance by Taxpayer:	$\int$	lignature of Officer)			-	-
<pre>it affirmatively appearing to this board:     it. That the clerk of this Board has given the required notice t     an address, by mail, nore than days before this meeting, ase a barance before this Board and requested that the said owner has, in writing, agreed to the increase earance before this Board and requested that the assessment be and the Board having heard the evidence, and carefully consid isfied that the said assessment should be increased, as herein     Ir Is, rHEREPORE, ORDERED AND ADJUNGED by this Board that     ginal assessment be and is hereby made and finally approved as     amount at Page</pre>		Taxpayer				
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<pre>board having heard the evidence, and carefully consid the said assessment should be increased, as herein THEREFORE, ORDERED AND ADJUDGED by this Board that ssment be and is hereby made and finally approved as page, Line, be increased from \$ URTHER ORDERED, that the Clerk of this Board is hereb of 1972, and upon the approval of the said order by the ange on the assessment roll and to certify a copy to that ange on the assessment roll and to certify a copy to that ange on the assessment roll and to for the said order by thus said Tax Collector be duly charged with additional as said Tax Collector be duly charged with additional as by AND ADJUDGED this the day of AND ADJUDGED this the day of breside clerk in the, Clerk of the Board of Superv e of Mississippi, do hereby certify that the foregoin f an order of said Board of Supervisors, passed on th s and clerk in the of f said Clerk in the of f said Clerk in the of f said Clerk in the of my hand and official seal, thisday of By hand and official seal, this day of</pre>	soard; 2. The	appeared Ld owner is Board		object J, agre that 1	ailed to appear); increase, waived r ent be made final	otice,
THEREFORE, ORDERED AND ADJUDGED by this Board that sement be and is hereby made and finally approved as Page , Line , be increased from \$ 1. WITHER ORDERED, that the Clerk of this Board is hereb of 0972, and upon the approval of the said order by the ange on the aspessment roll and to certify a copy to 1 hall proceed to collect taxes on said property as thus said Tax Collector be duly charged with additional as ange on this theday of AND ADJUDGED this theday of for Mississippi, do hereby certify that the foregoin f an order of supervisors, passed on th an order of said Board of Supervisors, passed on th said Clerk in the of f said Clerk in the of my hand and official seal, this day of	artisfied tha	hav aid	ard the ssment sl	ence, and carefull) 1 be increased, as	considered the nerein set forth	and be
Page	IT ginal	ORE, be al	AND reby	UDGED by this Boar and finally approved for	ង ដំ ។	in the said
URTHER ORDERED, that the Clerk of this Board is hereb o copies of this order to the State Tax Commission, at of 1972, and upon the approval of the said order by thus ange on the assessment roll and to certify a copy to i hall proceed to collect taxes on said property as thus said Tax Collector be duly charged with additional as and as of Mississippi, do hereby certify that the foregoin f an order of said Board of Supervisors, passed on th e same appears on Page of Minute Book of sa f said Clerk in the of and and official seal, this day of by hand and official seal, this day of	amount . <b>6661</b>	Page	autr	5 11	<u>۲</u>	
AND ADJUDGED this theday of	IT IS I to certify tw 35-149, Code the proper ch County, who s law; and the	URTHER ORD o copies o: of 1972, ar ange on th hall procee said Tax C	that the Cluster to the on the approvessment roll collect taxe story be duly	oard omni Jor Ya Sert addi	is hereb sion, as by th opy to 1 as thus ional as	d and commanded by Section 27- mission to make illector of this , as provided by
I,	ORDEREI	AND ADJU	this the		, 2 <u>006</u>	•, .
CLERK'S CERTIFICATE CLERK'S CERTIFICATE , Clerk of the Board of Supervisors of , state of Mississippi, do hereby certify that the foregoing is a true and correct ript of an order of said Board of Supervisors, passed on the day of as the same appears on Page of Minute Book of said Board, now on file fice of said Clerk in the of in this of May of in said Count witness my hand and official seal, this day of by By					0 fi	Board
I,			CLER	CERTIFICATE		
nscript of an order of said Board of Supervisors, passed on theday ofas the same appears on Pageof Minute Bookof said Board, now on file in said Count office of said Clerk in theofofday ofin said Count witness my hand and official seal, thisday of, 19,	H ·	of Miss	, do here	of the Board o rtify that the	supervisors of oregoing is a t	and correc
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According to the sources MELLING. School District. Municipality in the head of supervisors of MODISON control district. Municipality is the four and structure and school District (build as any series of the property parent described should be increased the set of 2007, and "manufacturents" and grave varies as a series of the property barries of the property as a fraction of the property barries of the property as a properties of the property as a properties of the property and the property and the property as a fraction of the property as a fraction of the property and the properties of the property as a fraction of the properties of the pr	to STORES WELTON to STORES WELTON The Board of Supervisors of MADISON COUNTY, March Conney, Miscil Conney, Conney Conney, Miscil Conney, Miscil Conney	LIJISSISSIM AO HIVES		CO	COUNTY MADLSON	
Dotad District.         School District.         School District.         County, Missi, Munication           To the Board of Supervisors of MUNISM         county described from the supervisors of MUNISM         County, Missi, Munication           to coperty taking assessment of the property hared, described from the increase description of the assessment of the property hared, described from the increase mandemant assessment of the property basis assessment FOLL of an assessment solution and as a property basis assessment FOLL of an assessment solution and and property basis assessment FOLL of an assessment and an appropriation of the property of the pr	Deck         District         School bistrict         Schoo bistrict         School bistrict	to STOKES	LON	a series a s		
To the Board of Supervisors of MOUISON County, Rissi comes <u>GRNAID R. MARKR</u> and gives notice as required by Section 2: a of 1372, that "The "The assessment of the property here and described should be increase a property baing assessed on the 2006 <u>MARL</u> Assessment NGL, of as "nearedised neareaned as and prove same as Nearboard as a contract of the increase a manual data and provessed as a contract of the property here and a contract of the increase a manual data and provessed as a contract of the increase as required by the increase a manual data and provessed as a contract of the increase and the increase <u>ADD INTROPERTY</u> and the increase <u>ADD INTROPERTY</u> and the increase as a structure this the <u>BRTH</u> day of <u>DECENDER 1</u> 21 (1051-238-023/000, 00 22550 0 22550 2 2250 2 (1051-238-023/000, 00 22550 0 22550 2 (1051-238-023/000, 00 22550 0 22550 2 (1051-238-023/000, 00 22550 0 22550 2 (1051-238-023/000, 00 22550 2 (1051-238-023/000, 00 22550 2 (1051-238-023/000, 00 22550 2 (1051-238-0238-000) (1051-238-0239-000) (1051-238-0238-000) (1051-238-0238-000) (1051-238-0238-000) (1051-238-0238-000) (1051-238-0238-000) (1051-238-0238-000) (1051-238-0238-000) (1051-238-0238-000) (1051-238-0238-000) (1051-238-0238-000) (1051-238-0238-000) (1051-238-0238-000) (1051-238-0238-000) (1051-238-0238-000) (1051-238-0238-000) (1051-238-0238-000) (1051-200	To the Board of Supervisors of MOISON County, Missi come GRAID, R. MAKKI and gives notice as required by Section 2: a of 1972, the time assessment of the property herein described should a inuce a property build assessed on the 2005 RAID Assessment BOLM of as numbered means and the assessment of the property herein description and an and the section 2: Total Transformation and the assessment of the property herein and an and the section 2: Total Transformation and the assessment of the property herein and an and the section 2: Total Films Films and the section of the section 2: Total Films Films and the section of the section of the section 2: Total Films Films and the section of the section o	Road Distr	at	Distr		nicipality
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the said owner has, in writing, agreed to the increase, waived notice, offore this Board and requested that the assessment be made final; offor the said assessment should be increased, as herein set forth; and the the said assessment should be increased, as herein set forth; artEXERFORE, ORDERED MAD ADJUDGED by this Board that an increase in t sessment be and is hereby made and finally approved as follows: and catefollows: at Page, line, be increased from \$1748	<ol> <li>That the Clerk of th address, by mail, more board; and who appeared</li> </ol>		given the required s before this meet ed objections (or 1	to said directe to appear	to the l he Order
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<pre>, THEREFORE, ORDERED AND ADJUDGED by this Board that an increase in t seesment be and is hereby made and finally approved as follows: at Page, line, be increased from \$_1748</pre>	ard he	eard the evid ssment should	ence, and carefull 1 be increased, as	dere set	and
at Page, Line, be increased from \$148	REFORE, ent be an	AND reby	by this finally	lat an as fol	in the
<pre>runrHER ORDERED, that the Clerk of this Board is hereby directed and co two copies of this order to the state Tax Commission, as required by Sect e of 1972, and upon the approval of the said order by the said Commission change on the assessment roll and to certify a copy to the Tax Collector shall proceed to collect taxes on said property as thus assessment. is said Tax Collector be duly charged with additional assessment. is said Tax Collector be duly charged with additional assessment. is said Tax Collector be duly charged with additional assessment. is said Tax Collector be duly charged with additional assessment. is proved to collect taxes on said property as thus assessment. is proved to collect taxes on said property as thus assessment. is add Tax Collector be duly charged with the foregoing is a true and c of an order of said Board of Supervisors of day of of an order of said Board of Supervisors, passed on the day of of said Clerk in the of Minute Book of said Board, now on of said Clerk in the of Minute Book of said Board, now on of said Clerk in the of Minute Book of said Clerk in the of aprovious of all comp of ficial seal, this day of performed and official seal, this day of and comp of</pre>	The amount at Page,	Line	increased	ŝ	to
The stand of the series of and property as thus assessed, as proceed and proceed to collect taxes on and property as thus assessment. The said Tax Collector be duly charged with additional assessment. The second of collect taxes on a side property as the assessment. The second of the Board of Supervisors of, clerk of the Board of Supervisors of, day of	FURTHER ORDEF two copies of e of 1972, and	chat the order to the appr	s of this State Tax of the sa	r directed required sald Com	and cc by Sect ission lector
ORDERED AND ADJUDGED this theday ofpresident of the Boardpresident of the Board of Supervisors ofpresident of an order of said Board of Supervisors, passed on theday of	change on the shall proceed le said Tax Col	lect taxe be duly	on said property arged with addi	as thus asses ional assessm	as provided by
T,       CLERK'S CERTIFICATE         CLERK'S CERTIFICATE         CLERK'S CERTIFICATE         T,         CLERK'S CERTIFICATE         Asset of Mississippi, do hereby certify that the foregoing is a true and correct         as the same appears on Page       of Minute Book       of said Board, now on file in         office of said Clerk in the       of       of said Board, now on file in         Witness my hand and official seal, this       day of       in said Count	AND ADJUDGED			, 2006.	
CLERK'S CERTIFICATE         I,         .       Clerk of the Board of Supervisors of         nty, State of Mississippi, do hereby certify that the foregoing is a true and correct         nscript of an order of said Board of Supervisors, passed on the       day of         as the same appears on Page       of Minute Book       of said Board, now on file in         office of said Clerk in the       of       Minute Book       in said Count         Witness my hand and official seal, this       day of				of the	3oard
I,, Clerk of the Board of Supervisors of nty, state of Mississippi, do hereby certify that the foregoing is a true and correct ascript of an order of said Board of Supervisors, passed on the day of as the same appears on Page of Minute Book of said Board, now on file in office of said Clerk in the of of day of in said Count Witness my hand and official seal, this day of, 19		CLER	Ø		
ascript of an order of said Board of Supervisors, passed on theday ofas the same appears on Pageof Minute Bookof said Board, now on file in office of said Clerk in theofofday ofin said Countwitness my hand and official seal, thisday of, 19	State of Missis	, do here	of the Board o rtify that the	Supervisors c oregoing is a	and
as the same appears on Page of Minute Book of said Board, now on file in of the of said Clerk in the of of in said Countwitness my hand and official seal, this day of, 19 Attended Supervisors of and Countwit the By By	an order of	Board o	рц ъ	on the	of
office of said Clerk in the of of in said Count Witness my hand and official seal, this day of, 19, 19, 14. Dound Supervisors of said Count	as the same appears	д ц	Minute	said Board,	on file
Withess my many and united scarry curs way of any of the point of the Board of Supervisors of said County	office of said Clerk i	the fight	+ bis day		sald 19
the Board of Supervisors of said County			/mncTIID		* 
	the Board of Supervisors of suid		BY		5

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Iddississim	WADISON Y
7.5	Municipal
NO	_ county, Mississippi:
comes <b>GERALD R. BARBER</b> and gives notice as (Assessment of the property herein desc	required by Section 27-35-147, sribed should be increased; the
operty being assessed on the 2006 REAL (RealPersonal)	Assessment ROLL of said County low:
Line Number Value	Total Total Value Increase
114H-33-007/00.00 6173 0	6173 109
t f	, 2006 .
OF CERALD CERALD	R. RARER, TAX ASSESSOR
Accentance by Taxpaver:	Date:
natively appear	
r e og u v s b	cice to said owner to the , as directed by the Orde led to appear);
2. That the said owner has, in writing, agreed to cance before this Board and requested that the as	rease, waived notice, ent t be made final;
And the Board having heard the evidence, and carefully considered satisfied that the said assessment should be increased, as herein set f	onsidered the same, and rein set forth;
IT IS, THEREFORE, ORDERED AND ADJUDGED by this Board th original assessment be and is hereby made and finally approved	nat as
The amount at Page, Line, be increased from	ş 6173
at the Cl rder to th he approv ment roll	hereby directed and commanded on, as required by Section 27- by the said Commission to make y to the Tax Collector of this thus assessed, as provided by
Ta)	lai assessment.
	bresident of the Board
RTIFICATE	
, Clerk of the Board o ate of Mississippi, do hereby certify that the	f Supervisors of
transcript of an order of said Board of Supervisors, passed 19 as the same appears on Page of Minute Book	d Board, nc
e office of said	in said County
Witness my hand and official seal, this day of	, 19
Clerk of the Board of Supervisors of stild County	

Please Submít in Duplicate	FILL IN ALL BLANKS
PETITION FOR REDUCTION OF A	SSESSMENT
Property of MADISON School Dist.	Road Dist.
STATE OF MISSISSIPPI COUNTY OF MADISON	
Now comes <b>GERALD R. BARBER</b> and applies for (Tax Assesso-Affint-Taxauc)	reduction in the assessments
oners on the <b>PERSONAL</b> Assessm	ent Roll for the year 2006 .
PER ATTACHED FORM 60-606 TOTAL: 373850	
OF MIS	
NIT OF MADISON	
	Total Value Change
VARTOUS	
Owner VARIOUS Reason for change	VARIOUS
ion is hereby made by, or on behalf of ssment, and the parties signed below s	taxpayer named for change or to and certify that all facts
AFFIANT TAXPAYER	
less my signature this the <u>18TH</u> day of <u>DEC</u>	2006
CERMID R.	BARBER TAX ASSESSOR
ORD MESSTESTEDT	
CONNERS OF MADICADN	
It appearing to the Board of Superv	h oral and
LCALLON LHAT THE ASSESSMENT SHOULD PARTICLES ORE, ORDERED by the Board of Suppervi	MADI:
issippi, that a total reduction of the assessment on	said roll of \$ 373850
and said changes being for the year 2006;	
IT IS FURTHER ORDERED, that the Clerk of this Board certify t the State Tax Commission. The Clerk of this Board is hereby authorize Original Assessment Roll in his office, and the Tax Collector of this and directed to change the copy in his possession to conform with the and the Tax Collector be given the proper credit therefor, including d Exemption, if any, be adjusted.	ify two copies of this order to rized and directed to change the his County is hereby authorized the provisions of this oreder, ng district taxes, and Homestead
ORDEREED AND ADJUDGED this the 18 day of	ecember, 20 06.
ptsbra)	ent of Board of Supervisors)
CLERK'S CERTIFICATE	
I, Arthur Johnston, Clerk of	the Board of Supervisors of
Mallow County, State of Mississippi, do hereby	certify that the foregoing
is a true and correct transcript of an order of said Board	of Supervisors, passed on
f December 20 06 as the	same appears on Page of
Minute Book 2006 of said Board, now on file in the	office of said Clerk in the
(ity of Conton in said county	Y.
Withness my hand and official seal, this that is the first of the search	ay of 1 lec , 200 million
EXHIBIT CONTRACT IN CONTRACT IN CONTRACT OF LAND	Supervisors of said corr
esiddes	
	· State Back

109 2005 Roll

reason for

12/18/2006

date submitted

### Madison County Personal Property Geraid R Barber Tax Assessor

PP Roll Changes

10거 9002

### **REDUCTION IN VALUE**

			CHANGE		F/F-M/E	ΛΝΙ	2003091000000000000000000000000000000000	
540	double assessment	L	430	430	<b> </b> 027		3123	PBD Inc
541	assets not in Madison	4	50,220	20220	20220		9261	Key Equipment Finance
545	pəsolə ssənisud	4	020'2	0202		0202	3232	Cargill Incorporated
243	clerical error	5	5'640	2280	2280		886	Toyota Motor Credit
544	clerical error	5	2'430	1051201			5028	Loves Country Store
545	pəsolə ssənisud	4	099'8	0998	0998		3464	Nsight Technologies
246	wrong tax dist	5	<b>268,050</b>	268050	1800	566250	1473	Deviney
548	clerical error	2	13'400	141460	25520	66240	5371	SVO
549	pəsolə ssənisud	7	062	062	062		6298	1st Financial Check
520	pəsolo ssənisud	4	1,580	1580	1580		2692	Gail Shaw Barnett
52	pəsolo ssənisud	7	019	019	019		4536	Nissan Canton Suppliers
524	pasolo seanisud	7	009	200	009		7774	Considerations
592	clerical error	5	16,430	61380	08595	4800	4228	Madison Cycle & Equipment
	clerical error	2	58'620	31260	0951	00000	1356	Tompkins Group The

098'ELE

RESOLUTION         WHEREAS, the Supervisors reviewed the docket of claims dated December 18, 2006, (copies of which are attached there to and marked as Exhibit "A"); and         WHEREAS, the Supervisors reviewed the docket of claims dated December 18, 2006, (copies of which are attached metric and where necessary, purchase orders were obtained in advances as required by law.         NOW THEREAS, the Supervisors reviewed the docket of supervisors that all claims had been properly documented and where necessary, purchase orders were obtained in advances as required by law.         NOW THEREAS, DEDE ERI TRESOLVED BY THE SUPERVISORS OF MADISON COUNTY,         MISSISSIPPI that the Chancery Clerk is hereby authorized to pay claims filed against Matison County as set frents in Exhibit "A", which is attached betto and made a part hereof by the Clerk and that invoice numbers should be anached to each claim or the claims docket and the Claims bocket, a copy of which is attached hereto and marked us "Exhibit" A.         This Resolution constitutes approval of the transmose of the distres as required by law and the Prevident is authorized to sign the Claims of the Uneventer I.       2006, (neeting of the Board of Supervisors Douglas L. Jours officed and moved for the adoption of the substitute at the adoption of the substitutes approved.         After discussion on the matter, Supervisor Douglas L. Jours officed and moved on the adoption of the subscitter of the dores of the substitute or as approved.         Mer discussions of Madison County wherein the doresaid claims docket was approved.         Mer discussion on the matter, Supervisor Andy Taggart The vote on said matter was a follow, towit.         Suprevisors of Madison Co	
WHEREAS, the Supervisors reviewed the docket of claims dated December 18, 2006, (coprise of which are autioned hereto and marked as Eshihit "A"); and WHEREAS, the Chancery Clark dia sesue the Board of Supervisors that all claims had been properly documented and where necessary, purchase orders were obtained in advances as required by law. NOW THEREPORE BE IT RESOLVED BY THE SUPERVISORS OF MADISON COUNTY, documented and where necessary, purchase orders were obtained in advances as required by law. NOW THEREPORE BE IT RESOLVED BY THE SUPERVISORS OF MADISON COUNTY, MISSISSIPPI that the Chancery Clerk is hardbe at a part hereof by reference and that all claims which are marked as "fold" or "Rejected" shall be treated as such by the Clerk and that invoice mmbers should be attached to each claim on the claims of ocket and the Chancery Clerk is further directed to publish the Summary of Claims which are marked as "Fold"" A. This Resolution constitutes approval of that portion of the minutes of the December 18, 2006, meeting of the Board of Supervisor of Madison County wherein the aftered to publish the Summary of Claims set equired by law and the President is antihorized to sign the Claims Docket, a copy of which is attached hereto and marked as "Fold"" A. This Resolution constitutes approval of that portion of the minutes of the December 18, 2006, meeting of the Board of Supervisor Oundy wherein the afterest claims docker was approved. After discussion on the matter, Supervisor Douglas L. Jones officed and moved for the adoption of the slower, towin. Supervisor Paul Graffin. Supervisor Paul Graffin. Supervisor Paul Graffin. With the discussion on the matter, Supervisor Analy Taggart. The vote on said matter was as follows, to win. Supervisor Paul Graffin. Supervisor Paul Graffin. Voted: Aps Supervisor Pouglas L. Jones officed and moved for the adoption of the supervisor Pauly Taggart. The vote on said matter was as follows,	RESOLUTION
attached hereto and marked as Exhibit "A"); and WHEREAS, the Chancery Cleck did assure the Board of Supervisors that all claims had been properly documented and where accessary, purchase orders were obtained in advances a required by law. NOW THEREFORE BE IT RESOLVED BY THE SUPERVISORS OF MADISON COUNTY, MISSISSERPT that the Chancery Cleck is hereby authorized to pay claims filed against Madison County as set forth in Exhibit "A" which is attrached hereto and made a part hereof by reference and that all claims which are marked as "Hold" or "Rejected" shall be treated as such by the Clerk and that invoice numbers should be attached to each claim on the claims docket and the Chancery Clerk is further directed to publish the Summary of Claims as required by law and the President is authorized to sign the Claims Docket, a copy of which is attached hereto and marked as "Fabilib" A. This Resolution constitutes approval of that portion of the minutes of the December 18, 2006, meeting of the Board of Supervisors of Madison County wherein the adoresial claims docket was approved. After discussion on the matter, Supervisor Andy Taggart. The vote on said matter was as follows, to-wit: Supervisor fun. Johason - District II. Supervisor fun. Johason - District II.	WHEREAS, the Supervisors reviewed the docket of claims dated December 18, 2006, (copies of which are
WHEREAS, the Chancery Clerk did assure the Board of Supervisors that all claims had been properly documented and where necessary, purchase orders were obtained in advance as required by law. Now THEREFORE BE IT RESOLVED BY THE SUPERVISORS OF MADISON COUNTY, MISSISSEPFI that the Chancery Clerk is hereby authorized to pay claims filed against Madison County as set forth in Exhibit "A" which is attrached hereto and made a part hereof by reference and that all claims which are marked as "Hold" or "Rejected" shall be treated as such by the Clerk and that invoice munbers should be attached to each claim on the claims docket and the Chancery Clerk is further directed to publich the Summary of Claims as required by law and the President is authorized to sign the Claims Docket, a copy of which is attrached hereto and marked as "Hold" or "Rejected" shall be treated as such by the Clerk and that invoice munbers should be attached bereto and marked as "Hold" or "Rejected" shall be treated as such by the Clerk and that invoice munbers should be attached bereto and marked as "Hold" or "Rejected" shall be treated as such by the Clerk and that invoice munbers should be attached bereto and marked as "Hold" or "Rejected" shall be treated as such by the Clerk and that invoice munbers along the President is authorized to sign the Claims Docket, a copy of which is attrached hereto and marked as "Exhibit" A. This Resolution, which was approved. This Resolution, which was seconded by Supervisor Andy Tagart. The vote on said matter was as follows, to-wit. Supervisor Douglas L. Jones - District II Voted: Aye Supervisor Andy Tagart. The vote on said matter was as follows, to-wit. Supervisor Andy Tagart. We chair Aye Supervisor Andy Tagart. The Voted: Aye Supervisor And	attached hereto and marked as Exhibit "A"); and
documented and where necessary, purchase orders were obtained in advance as required by law. NOW THEREFORE BET RESOLVED BY THE SUPERVISORS OF MADISON COUNTY, MISSISSIPPI that the Channery Clerk is hereby authorized to pay claims filed against Matison County as set forth in Exhibit "A" which is attached hereto and made a part hereof by reference and that all claims which are marked as "Hold" or "Rejected" shall be treated as such by the Clerk and that invoice numbers should be attached here and in Exhibit "A" which is attached hereto and made a part hereof by reference and that all claims which are marked as "Hold" or "Rejected" shall be treated as such by the Clerk and that invoice numbers should be attached here and and the President is authorized to sign the Chancery Clerk is further directed to publish the Summary of Claims as required by law and the President is authorized to sign the Chancery Clerk is further directed to publish the Summary of Claims as required by law and the President is authorized to sign the Chancery Clerk is attached hereto and marked as "Exhibit" A. This Resolution constitutes approval of that portion of the Electer was approved. After discussion on the matter, Supervisor Andy Taggart. The vote on said matter was as follows, to-wit: Supervisor Madison County wherein the aforesaid claims docket was approved. The notice of the Board of Supervisor Andy Taggart. The vote on said matter was as follows, to-wit: Supervisor Fand M. Banks - District I. Voted: Aye Supervisor MM. Banks - District IV Voted: Aye Supervisor Manh Banks - District IV Voted: Aye Supervisor Manh Banks - District I Voted: Aye Supervisor Manh Banks - District I Voted: Aye Supervisor Paul Griffin - District I Voted: Aye Supervisor Manh Banks - District I Voted: Aye Supervisor Manh Banks - District I Voted: Aye Supervisor Paul Griffin - District I Voted: Aye Supervisor Manh Bank are built and the addison Of Supervisor.	WHEREAS, the Chancery Clerk did assure the Board of Supervisors that all claims had been properly
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MISSISSIPPI that the Chancery Clerk is hereby authorized to pay claims filed against Madison County as set forth in Exhibit "A" which is attached hereto and made a part hereof by reference and that all claims which are marked as "Hold" or "Rejected" shall be treated as such by the Clerk and that invoice numbers should be attached to each claim on the claims docket and the Chancery Clerk is further directed to publish the Summary of Claims as required by law and the President is authorized to sign the Claims Docket, a copy of which is attached hereto and marked as "Exhibit" A. This Resolution constitutes approval of that portion of the minutes of the December 18, 2006, meeting of the Board of Supervisors of Madison County wherein the aforesaid claims docket was approved. After discussion on the matter, Supervisor Douglas L. Jones offered and moved for the adoption of the above and foregoing Resolution, which was seconded by Supervisor Andy Taggart. The vote on said matter was as follows, to-wit: Supervisor Douglas L. Jones offered and moved for the adoption of the Bupervisor Andy Taggart - District II Voted: Aye Supervisor Andy Taggart - District II Voted: Aye Supervisor Paul Griffin - District V Voted: Aye Supervisor Paul Griffin - District V Voted: Aye Supervisor Paul Griffin - District IV Voted: Aye Superv	NOW THEREFORE BE IT RESOLVED BY THE SUPERVISORS OF MADISON COUNTY,
<ul> <li>In Exhibit "A" which is attached hereto and made a part hereof by reference and that all claims which are marked as "Hold" or "Rejected" shall be treated as such by the Clerk and that invoice numbers should be attached to each claim on the claims docket and the Chancery Clerk is further directed to publish the Summary of Claims as required by law and the President is authorized to sign the Claims Docket, a copy of which is attached hereto and marked as "Exhibit" A.</li> <li>"Exhibit" A.</li> <li>"This Resolution constitutes approval of that portion of the minutes of the December 18, 2006, meeting of the Board of Supervisors of Madison County wherein the aforesaid claims docket was approved.</li> <li>After discussion on the matter, Supervisor Douglas L. Jones offered and moved for the adoption of the above and foregoing Resolution, which was seconded by Supervisor Andy Taggart. The vote on said matter was as follows, to-wit:</li> <li>Supervisor Andy Taggart - District II Voted: Aye Supervisor Andy Taggart. If work: Aye Supervisor Fauldy Than - District II Voted: Aye Supervisor Fauldy Than - District II Voted: Aye Supervisor Fauldy Tanggart - District II Voted: Aye Supervisor Fauldy Taggart - District II Voted: Aye Supervisor Fauldy Taggart - District II Voted: Aye Supervisor Fauldy Tangart - District II Voted: Aye Supervisor Fauldy Tangart - District II Voted: Aye Supervisor Fauldy Taggart - District II</li></ul>	MISSISSIPPI that the Chancery Clerk is hereby authorized to pay claims filed against Madison County as set forth
<ul> <li>"Hold" or "Rejected" shall be treated as such by the Clerk and that invoice numbers should be attached to each claim on the claims docket and the Chancery Clerk is further directed to publish the Summary of Claims as required by law and the President is authorized to sign the Claims Docket, a copy of which is attached hereto and marked as "Exhibit" A.</li> <li>"Exhibit" A.</li> <li>This Resolution constitutes approval of that portion of the minutes of the December 18, 2006, meeting of the Board of Supervisors of Madison County wherein the aforesaid claims docket was approved.</li> <li>After discussion on the matter, Supervisor Douglas L. Jones offered and moved for the adoption of the above and foregoing Resolution, which was seconded by Supervisor Andy Taggart. The vote on said matter was as follows, to-wit:</li> <li>Supervisor Tim Johnson - District II Voted: Aye Supervisor Tim Johnson - District II Voted: Aye Supervisor Fall. M. Babart. Poted: Aye Supervisor Fall. M. Babart. Poted: Aye Supervisor Tim Johnson - District II Voted: Aye Supervisor Tim Johnson - District II Voted: Aye Supervisor Fall. M. Babart. District II Voted: Aye Supervisor Fall. M. Babart. District V Voted: Aye Supervisor Fall. M. Babart. Subservisor Fall. Bornson, President for stude of the Supervisor Paul Griffin - District V Voted: Aye Supervisor Fall. M. Babart. District II Voted: Aye Supervisor Fall. M. Babart. District V Voted: Aye Supervisor Fall. M. Babart. District V Voted: Aye Supervisor Paul Griffin - D</li></ul>	in Exhibit "A" which is attached hereto and made a part hereof by reference and that all claims which are marked as
on the claims docket and the Chancery Clerk is further directed to publish the Summary of Claims as required by law and the President is authorized to sign the Claims Docket, a copy of which is attached hereto and marked as 'Exhibit" A. This Resolution constitutes approval of that portion of the minutes of the December 18, 2006, meeting of the Board of Supervisors of Madison County wherein the aforesaid claims docket was approved. After discussion on the matter, Supervisor Douglas L. Jones offered and moved for the adoption of the above and foregoing Resolution, which was seconded by Supervisor Andy Taggart. The vote on said matter was as follows, to-wit: Supervisor Douglas L. Jones - District II Voted: Aye Supervisor Andy Taggart - District II Voted: Aye Supervisor Andy Taggart - District II Voted: Aye Supervisor Andy Taggart - District II Voted: Aye Supervisor Paul Griffin - District IV Voted: Aye Supervisor Paul Griffin - District V Voted: Aye	"Hold" or "Rejected" shall be treated as such by the Clerk and that invoice numbers should be attached to each claim
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<ul> <li>"Exhibit" A.</li> <li>"Exhibit" A.</li> <li>This Resolution constitutes approval of that portion of the minutes of the December 18, 2006, meeting of the Board of Supervisors of Madison County wherein the aforesaid claims docket was approved.</li> <li>After discussion on the matter, Supervisor Douglas L. Jones offered and moved for the adoption of the above and foregoing Resolution, which was seconded by Supervisor Andy Taggart. The vote on said matter was as follows, to-wit:</li> <li>Supervisor Douglas L. Jones - District II Voted: Aye Supervisor Tim Johnson - District II Voted: Aye Supervisor Tim Johnson - District II Voted: Aye Supervisor Fauld R. Banks - District II Voted: Aye Supervisor Paul Griffin - District V Voted: Aye Supervisor Paul Paul Autor /li></ul>	and the President is authorized to sign the Claims Docket, a copy of which is attached hereto and marked as
This Resolution constitutes approval of that portion of the minutes of the December 18, 2006, meeting of the Board of Supervisors of Madison County wherein the aforesaid claims docket was approved. After discussion on the matter, Supervisor Douglas L. Jones offered and moved for the adoption of the above and foregoing Resolution, which was seconded by Supervisor Andy Taggart. The vote on said matter was as follows, to-wit: Supervisor Douglas L. Jones - District I Voted: Aye Supervisor Andy Taggart - District II Voted: Aye Supervisor Andy Taggart - District II Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Paul Griffin - District IV Voted: Ay	"Exhibit" A.
the Board of Supervisors of Madison County wherein the aforesaid claims docket was approved. After discussion on the matter, Supervisor Douglas L. Jones offered and moved for the adoption of the above and foregoing Resolution, which was seconded by Supervisor Andy Taggart. The vote on said matter was as follows, to-wit: Supervisor Douglas L. Jones - District I Voted: Aye Supervisor Andy Taggart - District II Voted: Aye Supervisor Rarl ML Banks - District IV Voted: Aye Supervisor Paul Griffin - District IV Voted: Aye Supervisor Paul Griffin - District V Voted: Aye Supervisor Paul Griffin - District O Voted: Aye Supervisor Paul Griffin - District O Voted: Aye Supervisor Baul Second the Board members present, was declared by Mr. Tim Johnson, President of said Board as being Guly Carried on this the 18 <sup>th</sup> day of December, 2006. Tim Solar On Paul Griffin - District O This Solar County Poord of Supervisor	t constitutes approval of that portion of the minutes of the December 18,
After discussion on the matter, Supervisor Douglas L. Jones offered and moved for the adoption of the above and foregoing Resolution, which was seconded by Supervisor Andy Taggart. The vote on said matter was as follows, to-wit: Supervisor Douglas L. Jones - District I Voted: Aye Supervisor Tim Johnson - District II Voted: Aye Supervisor Andy Taggart - District II Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Rarl M. Ponkon, President of said Board as being duty carred on this the 187 day of December, 2006.	the Board of Supervisors of Madison County wherein the aforesaid claims docket was approved.
above and foregoing Resolution, which was seconded by Supervisor Andy Taggart. The vote on said matter was as follows, to-wit: follows, to-wit: Supervisor Douglas L. Jones - District I Voted: Aye Supervisor Andy Taggart - District II Voted: Aye Supervisor Andy Taggart - District II Voted: Aye Supervisor Paul Griffin - District IV Voted: Aye Supervisor Paul Griffin - District V Voted: Aye Supervisor Paul Paul Paul Paul Paul Paul Paul Paul	After discussion on the matter, Supervisor Douglas L. Jones offered and moved for the adoption of the
follows, to-wit: Supervisor Douglas L. Jones - District I Voted: Aye Supervisor Tim Johnson - District II Voted: Aye Supervisor Andy Taggart - District III Voted: Aye Supervisor Rarl M. Banks - District IV Voted: Aye Supervisor Paul Griffin - District V Voted: Aye	above and foregoing Resolution, which was seconded by Supervisor Andy Taggart. The vote on said matter was as
Supervisor Douglas L. Jones - District I       Voted: Aye         Supervisor Tim Johnson - District II       Voted: Aye         Supervisor Andy Taggart - District III       Voted: Aye         Supervisor Karl M. Banks - District III       Voted: Aye         Supervisor Rarl M. Banks - District IV       Voted: Aye         Supervisor Paul Griffin - District V       Voted: Aye         In motion having received the affirmative vote of the Board members present, was declared by Mr. Tim         Johnson, President of said Board as being duty carried on this the 18 <sup>th</sup> day of December, 2006.         Tim Johnson, President of Subervisors	follows, to-wit:
The motion having received the affirmative vote of the Board members present, was declared by Mr. Tim Johnson, President of said Board as being dury carried on this the 18 <sup>th</sup> day of December, 2006. Tim Yohnson, President Madison County Board of Supervisors	Voted: Voted: Voted: Voted: Voted:
on this the 18 <sup>th</sup> I'm Johnson, P. Madison Count	The motion having received the affirmative vote of the Board members present, was declared by Mr. Tim
	on this the 18 <sup>th</sup> Tim Yohnson, El Madison County
	EXHBIT EXHBIT

In the Matter of the Approval of the Claims Docket

# BEFORE THE BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI

### *In re*: Payments in Lieu of Tax Obligation of Nissan North America, Inc. and Related Entities

### FROM NISSAN NORTH AMERICA, INC. AND FOR RELATED PURPOSES ORDER PROVIDING FOR THE PAYMENT AND DISTRIBUTION OF PAYMENT IN LIEU OF TAXES TO BE RECEIVED

Mississippi, the City of Canton, Mississippi, and numerous other governmental bodies entered into a certain Memorandum of Understanding ("MOU") with Nissan North America, Inc., commonly known as the "Delta I" MOU, a true and correct copy of which may be found in the Miscellaneous Appendix to the Minutes of this Board of January 31, 2005, and WHEREAS, on November 8, 2000 Madison County, together with the State of

WHEREAS, heretofore Madison County entered into an "Agreement to Make Payments in Lieu of Ad Valorem Taxes" (hereinafter, "PILOT Agreement") dated April 23, 2003, said PILOT Agreement having been approved by the Madison County Board of Supervisors on March 21, 2003, a true and correct copy of which may be found in the Miscellaneous Appendix to the Minutes of this Board of January 31, 2005, and

WHEREAS, the Board finds it necessary, pursuant to Miss. Code Ann. § 27-31-104, to (1) establish the amount due from Nissan North America, Inc. in satisfaction of its PILOT obligation for 2006, and (2) provide for the payment, distribution, and apportionment of such sums as shall be remitted from Nissan North America, Inc. and related entities in satisfaction thereof,

Code Ann. § 27-31-104, and upon the advice of counsel, the Board of Supervisors of Madison County, Mississippi does find and order as follows: WHEREFORE, PREMISES CONSIDERED, and pursuant to the provisions of Miss.

- North America, Inc. has been granted a ten-year exemption from ad valorem taxation pursuant to Section 1.3(d)(i) of the "Delta I" MOU. That, based on statutory authority set forth in Miss. Code Ann. § 27-31-104, Nissan Ϊ.
- That, in exchange for said exemption, Nissan North America, Inc. is obligated to make annual payments in lieu of taxes to Madison County, and that such payments in lieu of taxes are fee payments, not ad valorem taxes or taxes of any other nature. N
- That the Madison County Board of Supervisors has the authority, pursuant to Miss. Code Nissan North America, Inc. and to apportion said amount between Madison County and the Canton Public School District as directed in said code section and pursuant to the Ann. § 27-31-104, to determine the amount of the payment in lieu of taxes owed by "Delta I" MOU and the PILOT Agreement. ŝ



County Board of Supervisors a calculation of the amount owed by Nissan North America, Collective Exhibit A, spread hereupon and incorporated herein by reference and which is That the Tax Assessor of Madison County has prepared and submitted to the Madison Inc. as its payment in lieu of taxes for 2006, which calculation is attached hereto as summarized as follows, to-wit:

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Total amount due
real property values17,341.83
Payment due based upon Lextron/Visteon's
real property values 6,452.03
Payment due based upon Calsonic's
personal property values
Payment due based upon Nissan North America, Inc.'s
real property values \$999,554.31
Payment due based upon Nissan North America, Inc.'s

- That the Board hereby adopts said calculation and, in accordance therewith, the amount to be paid by Nissan North America, Inc. pursuant to said code section and Section 3, paragraphs (a) and (b) of the PILOT Agreement is \$3,349,826.81, and shall be made payable to "Madison County, Mississippi." ŝ
- That Nissan North America, Inc. shall deliver the aforesaid sum to the Madison County Board of Supervisors, 146 West Center Street, P.O. Box 608, Canton, Mississippi 39046, Attention Mr. Arthur Johnston, Chancery Clerk and County Treasurer. ý.
- That of said \$3,349,826.81, **\$1,614,415.14** is to be apportioned unto the Canton Public School District and **\$1,708,411.57** is to be apportioned unto the General Fund of Madison County to be applied to the appropriate bond fund, all applicable tax levies other than School District levies notwithstanding. ~
- That the apportionment set forth in paragraph 7 is computed as follows: 8

Canton Public School mills	11	$31.05  (31.05 \div 63.35 = .490)$	= .490)
General County mills	1	$\underline{32.30}  (32.30 \div 63.35 = .510)$	= .510)
Total Tax Levy for Project	11	63.35	
Total due Canton Public	11	\$3,349,826.81 x .490=	<u> 81,614,415.14</u>
Total due General County	H	\$3,349,826.81 x .510=	<u>81,708,411.67</u>
Total due from Nissan	11		\$3,349,826.81

That certain real property described by parcel numbers 092G-35-001/04.00 and 092G-35-001/05.00 which are assessed separately to Calsonic and Lextron/Visteon were originally 9.

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and remain included within the scope of the exemption granted unto Nissan North America, Inc. and are likewise subject to the PILOT Agreement.

- and Lextron/Visteon, is obligated to make payments in lieu of tax as to said parcels in the following amounts respectively: \$6,452.03 as to the Calsonic parcel and \$17,341.83 as to That in exchange for said exemption, Nissan North America, Inc., on behalf of Calsonic the Lextron/Visteon parcel, which payments are included within the total payment due from Nissan North America, Inc. as set forth in paragraphs 4, 5, 7 and 8, above. 10.
- Treasurer shall pay unto the Canton Public School District the sum of <u>**S1**</u>,<u>**614**</u>,<u>**415**</u>.<u>**14**</u> and shall pay unto the General Fund of Madison County, to be directed to the appropriate bond fund, the sum of <u>**S1**</u>,<u>**708**,<u>**411**.<u>**57**</u>.</u></u> That, therefore, upon receipt of said funds from Nissan North America, Inc., the County 11.

Following discussion, Mr. And Tagger 1 did offer and Mr. Kar M. Banks did second a motion to approve, adopt and enter the foregoing Order. The vote on the matter being as follows: Bards did second a

Supervisor Douglas L. Jones Supervisor Tim Johnson Supervisor Andy Taggart Supervisor Karl M. Banks Supervisor Paul Griffin

the matter carried by the unanimous vote of those present and the above and foregoing Order was and is hereby approved, adopted and entered.

Johnson, President 2006 of December Ŕ SO ORDERED this the **M**Ston Clerk Chancery **K**fhur ATTE

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## (Real and Personal Property) **2006 Nissan Tax Statement**

County Tax (.03230) School Tax (.03105) Total Tax Amount Assessment Ratio **Calsonic** 92G-35-1/04.00 Assessed Value True Value 1/3 In Lieu

County Tax (.03230) School Tax (.03105) Personal Property (PPIN 3413) Total Tax Amount Assessment Ratio Assessed Value 1/3 In Lieu True Value

\$110,172,626.85

\$734,484,179.00

15.00%

\$2,326,478.64 🖈

\$36,724,208.95 \$1,186,191.95 \$1,140,286.69

\$6,452.03 # \$305,542.05 \$101,847.35 \$3,289.67 \$3,162.36 \$2,036,947.00 15.00%

County Tax (.03230) School Tax (.03105) **Total Tax Amount** Lextron/Visteon 92G-35-1/05.00 Assessment Ratio Assessed Value 1/3 In Lieu True Value

\$17,341.83 🖈 15.00% \$821,239.05 \$5,474,927.00 \$273,746.35 \$8,842.01 \$8,499.82

## (Real and Personal Property) **2006 Nissan Tax Statement**

		Total Value	\$103,749,342	\$107,324,577	\$88,994,266	\$300,068,185		<b>Total Value</b>	\$14,674,650	\$20,830.00	\$25,990.00	\$45,720.00	\$12,210.00	\$5,080.00	\$1,600.00	\$230.00	\$14,786,310.00		\$34,300.00	\$70,680.00	\$606,210.00	\$711,190.00	\$315,565,685.33	15.00%	\$47,334,852.80	\$15,778,284.27	\$509,638.58		
	True	Land Value	\$22,200,000	\$18,990,000	\$1,470,000	\$42,660,000	True	Land Value	\$6,860.00	\$20,830.00	\$25,990.00	\$45,720.00	\$12,210.00	\$3,960.00	\$1,600.00	\$230.00	\$117,400.00		\$34 300.00	\$70,680.00	\$25,130.00	\$130,110.00	True Value	Assessment Ratio	Assessed Value	1/3 In Lieu	County Tax (.03230)	School Tax (.03105)	iax Amount
	Тгие	Imp. Value	\$81,549,342	\$88,334,577	\$87,524,266	\$257,408,185	True	Imp. Value	\$14,667,790	\$0.00	\$0.00	\$0.00	\$0.00	\$1,120.00			\$14,668,910.00		00 0\$	\$0.00	\$581,080.00								
		Acres	370	316.5	24.5	711		Acres	19	57.7	72	173.13	34.17	14,15	5.85	0.78	376.78		ц	195 78	69.69	360.38							
•	Parcels	Without Ag. Use	92G-35-1/01.00	82A-02-1/00.00	82B-03-37/01.00		Parcels	With Ag. Use	82B-10-13/00.00	82B-03-37/00.00	82A-02-1/01.00	92G-35-5/01.00	92G-35-5/01.00	92G-36-18/01	92G-36-18/01	92G-36-15		Parcels with Ag. Use	in fire district	828-10-15/00 00	828-03-34/00.00								

\$15,778,284.2/ \$509,638.58 \$489,915.73 **\$999,554.31** 

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2006 Nissan Tax Statement (Real and Personal Property)

<b>Total Value</b> \$103,749,342 \$107,324,577 \$88,994,266	\$300,068,185.33 Total Value \$14,674,650 \$20,830.00	\$25,990.00 \$45,720.00 \$12,210.00 \$5,080.00 \$1,600.00 \$230.00	\$14,786,310.00 \$34,300.00 \$70,680.00 \$606,210.00	\$711,190.00 \$5,474,927.00
True Land Value \$22,200,000 \$18,990,000 \$1,470,000	\$42,660,000 True Land Value \$6,860.00 \$20,830.00	\$25,990.00 \$45,720.00 \$12,210.00 \$3,960.00 \$1,600.00 \$230.00	<b>\$117,400.00</b> \$34,300.00 \$70,680.00 \$25,130.00	<b>\$130,110.00</b> Lextron/Visteon 92G-35-1/05.00 True Value
True Imp. Value \$81,549,342 \$88,334,577 \$87,524,266	<b>\$257,408,185</b> True Imp. Value \$14,667,790 \$0.00	\$0.00 \$0.00 \$1,120.00	\$14,668,910.00 \$0.00 \$0.00 \$581,080.00	
<b>Acres</b> 370 316.5 24.5	711 Acres 19 57.7	72 173.13 34.17 14.15 5.85 0.78	<b>376.78</b> 95 195.78 69.6	360.38
<b>Parcels</b> Without Ag. Use 92G-35-1/01.00 82A-02-1/00.00 82B-03-37/01.00	<b>Parcels</b> With Ag. Use 82B-10-13/00.00 82B-03-37/00.00	824-02-1/01.00 92G-35-5/01.00 92G-35-101.00 92G-36-18/01 92G-36-18/01 92G-36-15	Parcels with Ag. Use in fire district 82A-11-4/00.00 82B-10-15/00.00 82B-03-34/00.00	

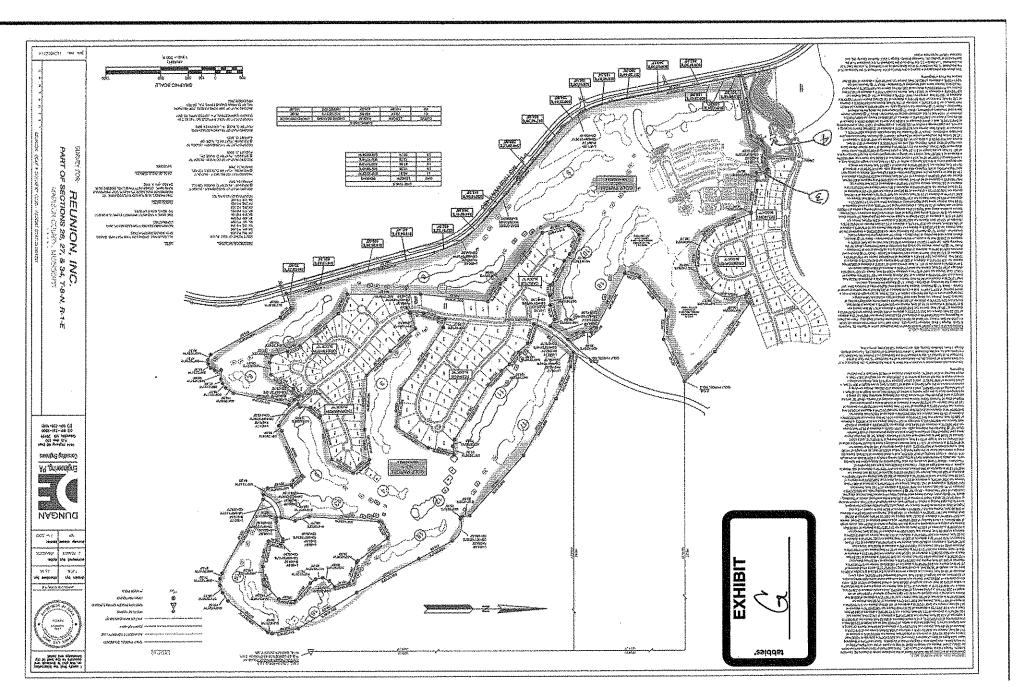
True Value Assessment Ratio Assessed Value 1/3 In Lieu County Tax (.03230) School Tax (.03105) **Tax Amount** 

, . .

\$2,036,947.00 \$734,484,179.00 \$1,057,561,738.33 15.00% \$158,634,260.75 \$52,878,086.92

> Personal Property PPIN 3413

Calsonic 92G-35-1/04.00 True Value \$1,057,561,738.33 15.00% \$158,634,260.75 \$52,878,086.92 \$1,707,962.21 \$1,641,864.60 \$3,349,826.81



#1

**DESCRIPTION - GOLF PARCEL NO.1** Commences at a cottan ploter sphrale found at the Southeast corner of Section 26, Township 8 North Range 1 East, Madiano County Miss. From saled Point of Commencement run North from 254.13 feet, thence run West for 6240.07 feet to 264.13 feet, thence run West for 6240.07 feet to 266.17 foot and run S75'3438°E at distance of 180.22 feet, thence run S65'413°E a distance of 180.22 feet, thence run S65'413°E a distance of 180.22 feet, thence run S5'5'438°E a distance of 180.22 feet, thence run S65'443 feet, thence run S6'5'438°E a distance of 180.25 feet, thence run S6'5'43°E a distance of 26.05 feet, thence run S6'5'43°E a distance of 26.05 feet, thence run S6'5'43°E a distance of 25.05 feet, thence run S6'10'20W a distance of 25.93 feet thence run S1'7'25'E a distance of 25.8 feet thence run S1'7'25'E a distance of 25.8 feet thence run S1'7'25'E a distance of 25.8 feet thence run S1'7'25'E' a dista

566°04°35°W a distance of 539.36 feet, thence run S61°39°35°W a distance of 68.54 feet to a point on the east Right-of-Wey of Honours Drive, thence run along are intergent of 314.77 feet, a chord basing of Ma9°33°33°W, and a chord distance of 313.37 feet to the southwest corner of Thornberry - Block "W" @ Reunion; thence leave salt Right-of-Wey of Honours Drive and run along the boundary of salt Thomberry - Block "W" @ Reunion the following calls: run N53°2359°E a distance of 313.37 feet, thence run M37°402°E a distance of 153.38 feet, thence run M37°402°E a distance of 153.38 feet, thence run M37°405°W a distance of 175°04°FW a distance of 142.17 feet, thence run M37°405°W a distance of 370.38 feet, thence run M37°405°W a distance of 320.38 feet, thence run M37°405°W a distance of 330.38 feet, thence run M37°405°W a distance of 330.38 feet, thence run M37°405°W a distance of 320.38 feet, thence run M37°405°W a distance of 320.38 feet, thence run M37°405°W a distance of 359.88 feet, thence run M37°405°W a distance of 359.88 feet, thence run M37°405°W a distance of 330.38 feet, thence run M37°405°W a distance of 350.38 feet, thence run M42°07°15°W a distance of 330.36 feet, thence run M42°07°15°W a distance of 370.38 feet, thence run M42°07°15°W a distance of 370.39 feet to a point on the east Right-of-Way of Honours Drive the following calls: run along a non-tangent curve to the right having a radius of 520.00 feet, an arc length of 47.30 feet, a chord basing of N12°05°1°1°E, and a chord distance of 176.18 feet, thence run N17°50°20°1°1°E, and a chord distance of 176.18 feet, thence run N17°405°7°E a distance of 70.36 feet to the southwest comer of 420.88 feet thence run N17°50°2°10°E; and a chord distance of 71.24 feet, thence run N17°50°2°1°E a distance of 77.03 feet t

The above described parcel is located in the West ½ of the Southwest ¼, the Southeast ¼ of the Southeast ¼ of Southeast ½ of Southeast 2 and Southeast ½ of Southeast 2 and 
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**DESCRIPTION - GOLF PARCEL NO.2** Commence at a cotton picker spindle found at the Southeast corner of Section 2.8, Township 8 North, Range 1 East, Madison Courny Miss From said Point of Experiment run North (Far 375:54) feet, thence nu Nest for 591.026 feet to commencement run North (Far 375:54) feet, thence nu Nest for 591.026 feet to form the Point of Beginning. From said Point of Experiment run North (Far 375:54) feet, thence nu Nest for 57:03 feet, thence nu Nest for 57:03 feet, thence nu Nest 7:25 feet, thence nu Sci 25:05 feet, thence nu Nest 7:25 feet, thence nu Nest 7:25 feet, thence nu Sci 25:05 feet, thence nu Nest 7:25 feet, thence nu Sci 25:05 feet, thence nu Nest 7:25 feet, thence nu Sci 25:05 feet, thence nu Nest 7:25 feet, thence nu Sci 25:05 feet, thence nu Nest 7:25 feet, thence nu Sci 25:05 feet, thence nu Nest 7:25 feet, thence nu Sci 7:25 feet, thence nu Nest 7:25 feet,

52.39 feet, thence run S87'54'56'W a distance of 47.31 feet, thence run N82'06'54'W a distance of 87.3.16'eft, thence run M82'705'9'W a distance of 53.81 feet, thence run M82'705'9'W a distance of 53.81 feet, thence run song said east Right-of-Way of MS Highway 463; thence run along said east Right-of-Way of MS Highway 463; thence run along said east Right-of-Way of MS Highway 463; thence run along said east Right-of-Way of MS Highway 463; thence run along said east Right-of-Way of MS Highway 463; thence run along said east Right-of-Way of MS Highway 463; thence run along said east Right-of-Way of MS Highway 463; thence run along a non-tangent curve to the eight having a radius of 1,091.74 feet; an arc length of 68.62 feet, thence run M93'49'56'WV a distance of 1,265.97 feet; thence run along a non-tangent curve to the right having a radius of 991.14 feet; an arc length of 671.97 feet, a chord bearing of N30'21'10'FW, and a chord distance of 653.19 feet; thence run N11'0'20'0'W distance of 1,265.97 feet; thence run M11'0'20'0'W distance of 1,265.97 feet; thence run N11'0'20'0'W distance of 1,35.60'F a distance of 573.42 feet thence run N11'0'20'0'W distance of 1,35.60'F a distance of 1,37.64'Feet, and a chord bearing of N30'21'0'FW, and a chord bearing of S10.74'Feet distance of 1,265.67 feet thence run N86''840'FE a distance of 1,205.00 feet; and a chord bearing of S10'Feet thence run N30'55'Feet thence run N86''87'D'E a distance of 1,2.05 feet; thence run N86''840'FE a distance of 1,08.55 feet; thence run N86''840'FE a distance of 1,2.05 feet; thence run N86''840'FE a distance of 1,08.55 feet; thence run N86''840'FE a distance of 1,08.55 feet; thence run N86''840'FE a distance of 1,08.550'FE a distance of 1,050'FE a distance of 1,

The above described parcel is located in the West % of the Southeast %, the Northeast % of the Southwest %, the Northeast % of the Southwest %, the Northeast %, and the East % of the Northwest % of Section 27, the North % of the Northeast %, the Southeast % of the Northeast % of Section 34, Township 8 North, Range 1 East, Madison County MS, and contains 166.40 acres more or less.

## **DEVLIN HOUSE PARCEL**

LOT 1-20, BELMONT - BLOCK "1" @ REUNION AS RECORDED IN THE CHANCERY CLERK'S OFFICE OF MADISON COUNTY, MISSISSIPPI, PLAT BOOK D, SLIDE 120-122, MARCH 24, 2003 ·

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**DESCRIPTION - REUNION HALL PARCEL** Commerce at the southwest corner of Reunion Boulevard as recorded in the Chancery Clerk's office of Madison County, Mississippi, said point braing on the east Right-of-Way of MS Highway 463, and also being the Point of Beginning. From said point of Beginning leave said east Right-of-Way of MS Highway 463 and run along the south Right-of-Way of Said Reunion Boulevard the following calls: run along a curve to the high having a radius of 52.6 feet; thence run S44'40'95'E are a chord bearing of S65'Furbere run along a non-tangent curve to the left having a radius fistance of 15.66 feet; thence run along a non-tangent curve to the left having a distance of 15.55 feet; an arc length of 15.75 feet, a chord bearing of S55'Stoff'E, and a chord distance of 234.73 feet; an arc length of 55.55 feet, a chord bearing of NS7'S9'T'E' and a chord distance of 15.55 feet; thence run along a compound curve to the left having a radius of 355.55 feet; and a chord distance of 23.05 feet; an arc length of 231.82 feet, a chord bearing of S35.56 feet; and a chord distance of 23.05 feet; an arc length of 231.82 feet, a chord bearing of N35'A0'1'E', and a chord distance of 23.05 feet; an arc length of 523.55 feet; a chord bearing of N35'A0'1'E', and a chord distance of 23.05 feet; an arc length of 233.82 feet, a chord bearing of N35'A0'1'E', and a chord distance of 23.05 feet; an arc length of 55.55 feet; a chord bearing of N35'A0'1'E', and a chord distance of 23.05 feet; an arc length of 53.75 feet, a chord bearing of N35'A0'1'E', and a chord distance of 23.05 feet; an arc length of 55.55 feet; and a chord distance of 15.27 feet; thence run N25''2'2'0'Fe and a chord distance of 23.05 feet; an arc length of 55.56 feet, a chord bearing of N35'A0'1'E', and a chord distance of 23.05 feet; and a chord distance of 10.05.75 feet; thence run N25'''2'0'FE, and a chord distance of 10.55'2'Fe, and a chord distance of 55.56 feet; a chord bearing of N54''2'3'2'2'Feet; thence run N25''3'7'FE, and a chord distance o

The above described parcel is located in the north half of the NW 1/4 of Section 27, Township 8 North, Range 1 East, Madison County MS, and contains 4.65 acres more or less.

Mississippi Tax Commission Office of Alcoholic Beverage Control Post Office Box 1033 Jackson, MS 39215 Application for Qualified Resort Status with respect to Certain Property relating to the Reunion Golf & Country Club Re:

### Ladies/Gentlemen:

The Madison County Board of Supervisors submits the attached application for the designation of certain property located within the Reunion subdivision located in Madison County, Mississippi. The purpose of the application is to enable Reunion Golf & Country Club, or a lessee of such club's food and beverage facilities, to apply for an ABC permit for certain club-related facilities. We understand that such designation would occur by operation of law on the date that the Reunion subdivision has 400 homes, but it is our view that such designation is appropriate now for the specified portion of the subdivision for which the application is made, given the quality of the recreational facilities included therein. Attached are the documents in support of the application required by Tax Commission Local Option Regulation No. 18.

Please note that the Madison County Board has conditioned its preliminary approval of the resort status designation (and thus its application) on the hours or service for such resort area being set so as to be identical to those that apply in the City of Madison whose current boundary is adjacent to the proposed area. Please contact counsel to the Board, Ed Brunini. Jr. (601-948-3191) or counsel to Renuion, Selby A. Ireland (601-985-4566), if you need any further information about the application.

Sincerely yours,

## MADISON COUNTY BOARD OF SUPERVISORS

President

2006

## *In re:* Application for Qualified Resort Status with respect to Certain Property of the Reunion Golf & Country Club under the Regulations of the Mississippi State Tax Commission

2006, a representative of Reunion Golf & Country Club, did appear before the Board and presented the following resolution for its consideration: WHEREAS, on

### RESOLUTION

when housing developments are highly beneficial to both the county and its residents, especially such developments include substantial investments in a variety of athletic and recreational WHEREAS, Madison County recognizes that well-planned, large scale residential facilities; and

WHEREAS, Reunion Golf & Country Club is part of a residential development which is slated to include as many as 2,800 residential units as well as golf, tennis, equestrian and other athletic recreational facilities and amenities; and

residential units in the Reunion development are presently under construction; and WHEREAS, at present more than have been completed and another

WHEREAS, by operation of law (under Miss. Code Ann. §67-1-5(0)) and without any action on the part of the Madison County Board of Supervisors or the Mississippi State Tax Commission, Reunion Golf & Country Club shall be classified as a "qualified resort" upon the completion of its 400<sup>th</sup> residential unit, which could occur as soon as \_\_\_\_\_\_\_, 200\_{-}\_\_\_\_\_\_\_. based on current trends; and

"qualified resort area" has been endorsed by Madison area civic clubs and is not opposed by WHEREAS, as required by the Mississippi State Tax Commission, the proposal by Reunion Golf & Country Club to designate a specified area within the development as a county law enforcement officials;

connection with the development of the Reunion Golf & Country Club and to better enable such WHEREAS, in recognition of the substantial and continuing investment being made in recreational events, it is appropriate that the Reunion Golf & Country Club development be designated as a "qualified resort area" prior to completion of its  $400^{\text{th}}$  residential unit; and facilities to attract visitors, vacationers and other guests to Madison County for athletic and

WHEREAS, the Reunion Golf & Country Club has agreed that it will independently request, and otherwise fully support, the setting of legal hours for the proposed qualified resort area so as to be identical with those of the City of Madison, Mississippi.

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NOW, THEREFORE, BE IT RESOLVED, that, the Madison County Board of Supervisors does hereby approve the designation of the real property described in <u>Exhibit A</u> (the "<u>Subject Property</u>") hereto as a "qualified resort area" within the meaning of Miss. Code Ann. to submit an application containing a certified copy of this resolution (together with all exhibits §67-1-5(0) and, by these presents, it does hereby authorize and direct the President of this body hereto) and the other required documents (in the form provided to the Madison County Bopard of Supervisors or its counsel by Reunion Golf & Country Club) to the Mississippi State Tax Commission for the Subject Property of Reunion Golf & Country Club be so designated.

is expressly conditioned upon the legal hours of service for the resort area conforming to those of IT IS FURTHER RESOLVED, THAT, the Madison County Board of Supervisors shall, legal hours of service applicable to the proposed qualified resort area be set so as to be identical that the County's application for the Subject Property to be designated as a qualified resort area to those imposed by the City of Madison, Mississippi and to inform the State Tax Commission by and through its counsel, petition the Mississippi State Tax Commission to require that the the City of Madison, Mississippi.

did second a motion to adopt and approve the above and foregoing Resolution. The vote on the did move and matter being as follows: Following discussion,

Supervisor Douglas L. Jones Supervisor Tim Johnson Supervisor Andy Taggart Supervisor Karl M. Banks Supervisor Paul Griffin

the matter carried and said Resolution was and is hereby adopted.

SO ORDERED this the \_\_\_\_\_ day of \_\_\_\_\_\_, 2006.

[The copy to be included with the application letter should be "certified"]

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QUALIFIED RESORT AREA:

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- A qualified resort area must be clearly established, understood and agreed upon by the resort area community. A community may be considered for a qualified resort area classification by the State Tax Commission by submitting a proper application.  ${\mathbb S}$
- The application may be submitted by the President of the Board of Supervisors or the Mayor or Mayors of the municipality or municipalities affected. In the event the President of the Board of Supervisors or the Mayor refuses to submit such application, the same may be submitted by no less than 100 adult citizens of the community to be affected, and shall in each instance include the following items: 8
- A map clearly marked to indicate the specific area under consideration
- (2) Reasons why the Particular area should be classified as a qualified resort area.
- Endorsements from two (2) civic clubs in the area under consideration.
- of the State of Mississippi and the rules and regulations of the Alcoholic Beverage Control Division in such an area. If the area is located within a municipality, such assurance shall also be given by Chief of Police of such municipality or municipalities. Assurance from the Sheriff or Sheriff's of the area that he/they will enforce the Local Option Alcoholic Beverage Control Laws Ð

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- A certified copy of the order or orders as entered on the minute books of the governing body. 6
- classification as a qualified resort area is being filed, the contents responses. Legal notice must be printed once each week for two residents in the area under consideration, and that approval will consecutive weeks in a newspaper having general circulation in Proof of publication of legal notice and all public opinion of the application, and a request for public opinion from the area. The notice must state that an application for permit the operation of open bars in the area. 9
- Adjacent or affected areas may either join in or file objections to the application with the Commission. 0

CONTRACT CHANGE ORDER     CHANGE CHURCH NOTE: December 8, 2006       CONTRACT DESCRIPTION:     AGREEMENT DATE: December 8, 2006       CONTRACT OPESCRIPTION:     Design Change of Gluckstraft Road due to strength of existing pavement structure.       Modelicin of borrow due to unsuitrable subgrade soil.     SUPERIOR ASPHALT, INC       DOWNER:     MADISON COUNTY     SUPERIOR ASPHALT, INC       Durrent contract Time:     20     Calendar Days       Cumm Contract Time:     20     Calendar Days       Durrent Contract Time:     20	L				
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TION CONTRACTOR'S ACCEPTANCE & do I, the undersigned duly authorized of this representative of the above named CONTRACTOR, do hereby accept this CHANGE ORDER to the this CHANGE ORDER to the Construction Agreement and further agree that no other provision of the DULE Contract Documents shall be altered or amended except as herein he provided. By: CO.E. By: CO.E. Date. 12 / 8 / 6				The change in the Con itemized attachment he	tract Amount is based on the sreto.
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Owner	Madison County

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### Change Order

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1400 Trustmark Building 248 East Capitol Street Jackson, Mississippi 39201 Telephone: 601.948.3101				of Supervisors has requestion of Supervisors has requested at its intersection with Bozer ntersection within Madise wholly within Madise	per hour, plus normal eptable to you. If this return to Donnie Cau	Grantham, Grower & Hewes, PLLC	/			
ED BRUNINI, JR. E-mail: ebrunini@brunini.com Direct: 601.960.6854	December 7, 2006			As you are, of course, aware, the Madison County Board of Supervisors has requested your professional legal services in connection with the acquisition of rights-of-way for road enlargement and enhancement of that portion of Gluckstadt Road beginning at its intersection with Interstate Highway 55 North, and ending approximately 1/4 mile west of its intersection with Bozeman/Catlett Road. The project is described as Gluckstadt West, and is wholly within Madison County, Mississippi.	The Board wishes to have your agreement to a rate of \$195 per hour, plus normally accepted e reimbursement, which you have verbally indicated is acceptable to you. If this is accurate, execute the enclosed copy on the space provided and return to Donnie Caughman for m in his files.	Sincerely, Brunini, Grapham,	Ed Brunini	Day of December, 2006	EXHIBIT H Rabbles	
<b>BRUNNI, GRANTHAM, GROWER &amp; HEWES, PLLC</b> ATTORNEYS AT LAW		Eric T. Hamer Miller & Hamer Post Office Box 12269 Jackson, MS 39236-2269	Dear Eric:	As you are, of course, aware, the Madison County Board of Supervisors has requested your professional legal services in connection with the acquisition of rights-of-way for road enlargement and enhancement of that portion of Gluckstadt Road beginning at its intersection with Interstate Highway 55 North, and ending approximately 1/4 mile west of its intersection with Bozeman/Catlett Road. The project is described as Gluckstadt West, and is wholly within Madison County, Mississippi.	The Board wishes to have your agreement to a rate of \$195 per hour, plus normally accepted expense reimbursement, which you have verbally indicated is acceptable to you. If this is accurate, please execute the enclosed copy on the space provided and return to Donnie Caughman for retention in his files.		ELB/cu cc: Donnie Caughman	Accepted this the <u>II</u> Day of D		

<ul> <li>AKTICLE 1. EURPOSE AND SECURITY PROVIDED</li> <li>The proper of this intervention and a control related in the method of the fraction of persons change with methods and comparison of the fraction of persons change of the fraction of the method of method of the method o</li></ul>	<ul> <li>AKICLEJ - FURPOSE AND SECURITY REQUIDED.</li> <li>The purpose of this linetgovernmental Service Agreement (GA) is to earbitish a formal binding relationship between the function of persons obligged with or convicted of violations of factural fluorentiation of persons obligged with or convicted of violations of factural fluorentiation of the convicted of the discrimination of the physica of the discrimination of the convicted of the discrimination of the physica of the discrimination of the physica of the discrimination of the physica of the discrimination of the convicted of the discrimination of the physica at the discrimination of the physica at the discrimination of the convicted of the discrimination of the convicted of the discrimination of the physica at the discrimination of the ph</li></ul>	Intergovernmental Service Agreement Schedule IGA No. 43-07-0007	Page 2 of 8
The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between Medistor Councy, Missian Service (USMS) and one federal use genotes (the effect and comment) and Medistor Councy, Missian Service (USMS) and one federal use agreemes (the effect and supported of violations of deternal law or hield as material witnesses (federal prisoners) at the Madison County Jail (the finality). The Local Government agrees to accept and provide fru the secure cateroty, enter and adidkenplate to the operation of the facility. The USMS considers all federal prisoners interfaced tar accept. The advector of the provident set the operation of the facility. The USMS considers all federal prisoners interfaced tar isk of flight, a danger to the accommuny, or evanted by other jurisdictions. <b>AXILULE 11.</b> ASSILIMENT AND CONTRAACTING OF DETRIVILON SUPPORT SERVICES <b>AXILULE 11.</b> ASSICIAMENT AND CONTRAACTING OF DETRIVILON SUPPORT SERVICES <b>AXILULE 11.</b> AND CONTRA ACT OF DETRIVILION CONTRAACT AND CONTRAACT AND CON	The purpose of this hatergovermental Service Agreement (ICA) is to stabilish a formal binding relationship between the four converse of the Matison Comy, ball (the Each Ocymental) and factor (ICA) is to stabilish a formal binding to the detail ocyments) and factor is an article prise of the Matison Comy, ball (the Each) (covernment) and factor (ICA) is to stabilish the ordina of the Matison Comy, ball (the Each) (covernment) and the detail ocyments of the Matison Comy, ball (the Each) (covernment) and the ordina of the Early (the Each) (covernment) and the ordina of the Early (the Early (Covernment) and the ordina of the Early (the Early (Covernment) and the ordina of the Early (the Early) (the Early) (the Tab) (the Early) (the Tab) (the Tab) (the the Early) (the the early  (the the early (the the early) (the the early (the the early (the the early) (the the early (the the early) (the the early (the the early (the early) (the the early (the the early) (the the early (the the early) (the the early (the the early) (the the early (the early) (the the early) (the the early (the early (the early) (the early (the early) (the the early) (the early (the early) (	- Pl	
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<ol> <li>When a federal prisoner is being transferred from the facility by the USMS, adequate prescription medication will be provided by the facility to accompany the prisoner. Due to USMS airlift requirements, female prisoners will be provided a 7 day supply of medication and male prisoners. Due to USMS airlift requirements, female prisoners will be provided a 7 day supply of medication and male prisoners. Due to USMS airlift requirements, female prisoners will be provided a 7 day supply of medication and male prisoners. Due to USMS airlift requirements, female prisoners will be provided a 7 day supply of medication and male prisoners will be provided a 3 day supply of medication.</li> <li>The facility will have in place an adequate infectious disease control program which includes testing all prisoners for Tuberculosis as soon as possible upon intake (not to exceed 14 days). TB testing will be accomplished in accordance with the latest CDC Guidelines and the results will be documented on a Form USM 553 as well as in the prisoner medical record. The facility agrees to immediately notify the USM of any cases of suspected or active TB so that any scheduled transports or productions can be delayed until the prisoner. If medical records are maintained at a medical contractor's facility, it is the detent prisoner is being transferred from the facility, the facility is the face and prisoner is being transferred from the facility, the facility medical staff must complete and provide a Form 553.</li> <li>Medical records must travel with the Local Government for medical services provided by the Local Government, but such charges must be administered by the Local Government in accordance with Public Law 106-294, the Federal Prisoner Health Care Copayment Act of 2000 (Tite 18, 4013d). Specifically, all fees charged must be authorized under state law, be the same amount paid by state and local prisoners, for eare not specifically excluded by federal Prisoner theal with the the same amount paid by state and lo</li></ol>
The facility will have in place an adequate infectious disease control program which includes testing all pr th the latest CDC Guidelines and the results will be documented on a Form USM 553 as well as in the prison ord. The facility agrees to immediately notify the USM of any cases of suspected or active TB so that any s nsports or productions can be delayed until the prisoner's TB status is verified by a physician. Medical records must travel with the federal prisoner is TB status is verified by a physician. Medical records must travel with the federal prisoner. If medical records are maintained at a medical con ulity, it is the detention facility's responsibility to obtain them before a federal prisoner is moved. Upon noti m 553. Federal prisoner is being transferred from the facility, the facility medical staff must complete and p federal prisoners may be charged a co-payment for medical services provided by the Local Government, arges must be administered by the Local Government in accordance with Public Law 106-294, the Federal Pr afth Care Copayment Act of 2000 (Title 18, 4013d). Specifically, all fees charged must be authorized under the same amount paid by state and local prisoners, for care not specifically excluded by federal law, not apple to the same amount paid by state and local prisoners, for care not specifically excluded by the table is the base of the section of the same amount paid by state and local prisoners, for care not specifically and base of the base of t
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Federal prisoners may be charged a co-payment for medical services provided by the Local Government, arges must be administered by the Local Government in accordance with Public Law 106-294, the Federal Pt alth Care Copayment Act of 2000 (Title 18, 4013d). Specifically, all fees charged must be authorized under the same amount paid by state and local prisoners, for care not specifically excluded by federal law, not apple
ARTICLE IV - RECEIVING AND DISCHARGE
1. The Local Government agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.
2. The Local Government agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e., DEA, ICE) or to a Deputy USM. Those prisoners who are remanded to custody by a USM may only be released to a USM or an agent specified by the USM of the Judicial District.
3. The Federal Government agrees to maintain federal prisoner population levels at or below the level established by the facility administrator.
4. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District USM.
5. The Local Government agrees to notify the USM as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy to escape from the facility.
ARTICLE V - PERIOD OF PERFORMANCE
This agreement shall be in effect indefinitely until terminated in writing by either party. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house prisoners, the Local Government may suspend or restrict the use of the facility by giving written notice to the USM. Such notice will be provided thirty (30) days in

<ul> <li>ATTCLE VJ - PER DIRM AATE AND ECONOMIC PRICE ADJUSTIMENT</li> <li>The fredem rates shall be established on the basis of actual and allowable ccets associated with the operation of the factor attem rate shall reintburse the Local Government at the per diem rate shall be enablished on the basis of actual and allowable ccets associated with the operation of the stagement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for two (2) adjust with an eventing and removed the following morning. The Local Government may up billed for two (2) days when a prisoner is admitted one eventing and removed the following morning. The Local Government may bill for the day of admitted one eventing and removed the following morning. The Local Government may the base staticated or structure of the eight of more flat and fill and rithal Government may or at hear staty (1) that an export the sequence of the regulation of the sequence of the regulation of more flat and staticated for the day of depratue.</li> <li>The rate correct (DSA-DIM) Schwart, Dim Ha Diall Government and all and rithal Government may up the admit of attracture state of the number of the sequence of the regulation of the sequence of the USM.</li> <li>The Local Government and provide an an hear endination. The Local Government may up the admit of attracture of the USM.</li> <li>The effective date of the rate modification will be paid upon the return of the signed modification by the admiteriated lange of states of the USM.</li> <li>The Local Government and Jingener and submit or operating and separate invoices each month to the following morning process. Handless and the per diama ads specified on the following morning process. Handless and signed by a USM states. Too Mass ACCEMINENT Addition of the signed modification by the addition of the</li></ul>	<ol> <li>Par diam must shall be enablished on the besis of nexult and allovable costs associated with the operation of the stability ofting are must shall be enablished on the besis of nexult and allovable costs associated with the operation of the stability ofting are must shall be enablished on the besis of nexult and allovable costs associated with the operation of the stability ofting are must also of the manual secondings period.</li> <li>The radeal Government shall reinhurse the Local Government and your be billed for two (2) days where prismer is admited one evenga and memoride the following monting. The Local Government may built for the agreement than be obtained from the USM.</li> <li>Whan a nation cost offer that day of department.</li> <li>Whan a math increase is detaired. The cost of a soft for the agreement and possible cost of the USM.</li> <li>Whan a math increase is detained afformer.</li> <li>Whan a math increase is detained afformation to support the request of the USM.</li> <li>The radea Government and Dudger (OMB) Circular A &amp; Cost Thraciples for State, Local. Government agrees to provide additional to extine the internation to support the requested rate increase and to permit an addition of social provide additional to the total of social for the optical provide additional to a tilt formation to support the requested rate increase and to permit an additional for the optical provide additional to a trink. The effective data of the monit for social and appending purposes. Psymmet and Budger (OMB) Circular A &amp; Cost Thraciples for State, Local. EXAMMENT The Additional to the following provide additional to a tilt and the optical additional to a trink additional to a trink additional to a the Cost of the Additional T</li></ol>	United States Marshals Service Intergovernmental Service Agreement Schedule		IGA No. 43-07-0007	Page 4 of 8
<ol> <li>Per diem rates shall be established on the basis of actual and allowable costs associated with the operation of the facility during a recent annual accounting period.</li> <li>The Federal Government all minibures the Local Government at the per diam rate identified on page one (1) o this agreement. The rate may be renegoriated not more than once per year, after the agreement has been in effect for evelove (12) months.</li> <li>The nate covers ore (1) person per "prisoner day." The Federal Government may note belief for two (2) days with an the sciencific the day of departun.</li> <li>When a rate increase is desired, the Local Government shall submit a written request to the USM match units of the day of departun.</li> <li>When a rate increase is desired, the Local Government shall submit a written request to the USM mat least sixty (0 days prior to the desired effective date of the care algoment. The Local Government may note belief for two (2) days written in statistical courds and match accounting records upon equest of the USM.</li> <li>Cherki as additional osci information to support the requested rate increase and to permit an audit of accounting provide additional osci information to support the requested rate increase and to permit an audit of accounting provide additional osci information to support the requested rate increase and to permit an audit of accounting provide additional osci information to support the requested rate increase and to permit an audit of accounting provide additional osci information to support the requested rate increase and or the rate modified and specified on the IGA Modification from provide and signed by a USMS Grant Spensatis. The Filter Match and althe provide and signed by a USMS Grant Spensatis and alternation and alternation by the authorized Local Government of filter dual systemation the utility of the authorized Local Government of the Signed Dovernment of the Signed Dovernment. The Local Government of the Signed Dovernment of the S</li></ol>	<ol> <li>Per diem rates shall be established on the basis of actual and allowable costs associated with the operation of the facinity during a recent annual accounting period.</li> <li>The relear Town much accounting the relear Town of the relear Town much accounting accounting records upon the releared offective the releared offective the releared town much accounting records upon terrent of the signed via table of the releared town much accounting records upon the releared of the releared town much accounting records upon terrent of the signed via table of the releared town much accounting records upon the releared town much accounting records upon terrent of the signed via table of the releared town much accounting records upon the releared of the releared town much accounting records upon the releared of the releared town much accounting records upon the releared of the releared town much accounting records upon the releared of the releared town much accounting records upon the releared of the releared town much accounting records upon the releared of the releared town much accounting records and the releared trans town much accounting records upon the releared town m</li></ol>	ARTICLE VI - PER DIEM RATE AND ECON	OMIC PRICE ADJUSTN	<u>MENT</u>	·
<ol> <li>The Federal Government shall reindurse the Local Government at the per ditem rate identified on page one (1) or twoive (12) months.</li> <li>The Federal Government shall reindures the Local Government may not be billed for two (2) days when a prisoner is admitted one evening and removed the following moning. The Local Government may bill for the owy of darrival, but not for the apy of departure.</li> <li>When a prisoner is admitted one evening and removed the following moning. The Local Government may bill for the days for departure.</li> <li>When a prisoner is admitted one evening and removed the following moning. The Local Government may the for the Apy of departure.</li> <li>When a train interaction services (USM-331) which can be obtained from the USM. The Local Government agrees to provide additional set in the support the requested rate increase and to permit an audit of accounting records upon request of the USMS.</li> <li>Criteria used to evaluate the inorease or decrease in the per diem rate shall be those specificat in the Office of Management and Budget (OMB) Circular A-XF, Cost Principles for State, Local, and Indian Tribal Governments.</li> <li>Management and Budget (OMB) Circular A-XF, Cost Principles for State, Local, and thalin Tribal Governments.</li> <li>Management and Budget (OMB) Circular A-XF, Cost Principles for State. Local Government agrees to provide additional process. Psyments at the modified rute will be equilible and specified and period process.</li> <li>Amagement and Budget (OMB) Circular A-XF, Cost Principles for State. Local Government.</li> <li>Management and Budget (OMB) Circular A-XF. Cost Principles for State. Local, and Indian Tribal Governments.</li> <li>Management and Budget (OMB) Circular A-XF. Cost Principles for State. Local, and Indian Tribal Governments.</li> <li>Management and Budget (OMB) Circular A-XF. Cost Principles for State. Local, and Indian Tribal Government State and State State.</li> <li>Manageme</li></ol>	<ol> <li>The Federal Government shall retinburse the Local Government at the per diam rate identified on page one (1) of the sequences in a many berrenegotized not more than once per year, after the agreement has been in effect for works or (1) person per "prisoner day," The Federal Government may bull for two (2) days when a prisoner is admitted one evening and removed the following monning. The Local Government may bull for the operation is admitted one evening and removed the following monning. The Local Government may bull for the operation services (15):433-93 (16):451-451</li> <li>When a true increase is desired, the Local Government All such repeats main could na completed Cast Sheet for days prisone is admitted one evening and removed the Local Government and budget (MB) Circular AF7, Cost Principles for State, Local, and Indiam a completed Cast Sheet for Management and Budget (MB) Circular AF7, Cost Principles for State, Local, and Indiam for the operation services (15):433-93 (16):450-451</li> <li>Chrain as do realize the increase of denoments of the signed modification for the additional lacel Government and Budget (MB) Circular AF7, Cost Principles for State, Local, and Indiam Frihal Government. The Amangement and Budget (MB) Circular AF7, Cost Principles for State, Local, and Indiam Frihal Government. The Amangement and Budget (MB) Circular AF7, Cost Principles for State, Local, and Indiam Frihal Government. The amany conting procest Portunar Science APA (State Principles AF7, Cost Principles for State, Local, and Indiam Frihal Government. The APA (State In Cost APA (State In Cost)). The Local Government and Budget (MB) Circular AF7, Cost Principles APA (State In Cost, APA</li></ol>	1. Per diem rates shall be established on the facility during a recent annual accounting perio	basis of actual and allow: 1.	able costs associated with the	the operation of the
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<ol> <li>The effective date of the rate modification will be negotiated and specified on the fGA Modification form approand signed by a USMS Grant Specialist. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be established on the first day of the month for accounting purposes. Payments at the modified rate will be established on the first day of the month for accounting purposes. Payments at the modified rate will be established on the first day of the month for accounting purposes. Payments at the modified rate will be established on the first day of the month for accounting purposes. Payments at the modified rate will be established on the frist day of the month for accounting purposes. Payment and submit original and separate invoices each month to the federal agenci listed below for certification and payment.</li> <li>The Local Government shall prepare and submit original and separate invoices each month to the federal agenci listed below for certification and payment.</li> <li>The Local Government shall prepare and submit original and separate invoices each month to the federal agenci listed below for certification and payment.</li> <li>The Local Government shall proper and submit original and separate invoices each month to the federal agenci listed below for certification and payment.</li> <li>MARSHALS SERVICE</li> <li>MARSHALS SERVICE</li> <li>MARSHALS SERVICE</li> <li>MARSHALS SERVICE</li> <li>MARSIALS SERVICE</li></ol>	<ol> <li>The effective date of the rate modification will be negotiated and specified on the IGA Modification form approve and signed by a USMS Grant Specialist. The effective date will be paid upon the return of the signed modification by the authorized Local Government official to the USM.</li> <li>ARTICLE VII - BILLING AND FINANCIAL PROVISIONS</li> <li>The Local Government shall prepare and submit original and separate invoices each month to the federal agencies listed bolow for certification and payment.</li> <li>The Local Government Shall prepare and submit original and separate invoices each month to the federal agencies listed bolow for certification and payment.</li> <li>The Local Government Shall prepare and submit original and separate invoices each month to the federal agencies listed bolow for certification and payment.</li> <li>The Local Government Shall prepare and submit original and separate invoices each month to the federal agencies listed bolow for certification and payment.</li> <li>The Local Government Shall prepare and submit original and separate invoices each month to the federal agencies listed bolow for certification and payment.</li> <li>S. BURLINCTON, VERMONT 05403</li> <li>Gol) 965-4050</li> <li>S. BURLINCTON, VERMONT 05403</li> <li>Gol) 965-4050</li> <li>GONMMITTY CORRECTIONS OFFICE 0. DOX 171, 15 LEE STREET US COURTINGS, ROOM B. 18</li> <li>MONTGOMERY, ALABAMA 36101</li> <li>To constitute a proper monthy invoice, the name and address of the facility, the name of each federal prisoner, th use of confinement, the total days to be reinbursed, the appropriate per dian rate as approved in the IGA, an US COURTINGS, ROOM B. 18</li> <li>MONTGOMERY, ALABAMA 36101</li> <li>To constitute a proper monthy invice, the name and address of the facility, the name of each federal prisoner, th use of onfinement, the total days to be reinbursed, the appropriate per day 18418 bis listed. The name of each federal prisoner, the payment unub</li></ol>	ana	ecrease in the per diem ra	ate shall be those specified e, Local, and Indian Tribal	in the Office of Governments.
<ol> <li>ARTICLE VII - BILLING AND FINANCIAL PROVISIONS</li> <li>The Local Government shall prepare and submit original and separate invoices each month to the federal agenci listed below for certification and payment.</li> <li>The Local Government shall prepare and submit original and separate invoices each month to the federal agenci listed below for certification and payment.</li> <li>MARSHALS SERVICE</li> <li>MARSHALS SERVICE</li> <li>MANEIGRATION &amp; CUSTOMS INFORCEMENT</li> <li>Loss Stattanb DUILIDING</li> <li>AMES O. EASTLAND BUILIDING</li> <li>AMES O. EASTLAND</li> <li>MONTACROM, MISSISSIPPI 39205</li> <li>SUUTHERN DISTRICT OF MISSISSIPPI 39205</li> <li>SUUTARSON, MISSISSIPPI 39205</li> <li>SURIMATA VENUE</li> <li>ACKSON, MISSISSIPPI 39205</li> <li>SURIMATATON OFFICE</li> <li>ACKSON, MISSISSIPPI 39205</li> <li>SURLINGTON, VERMONT 05403</li> <li>GOI) 965-4050</li> <li>BUREAU OF PRISONS</li> <li>GOI) 965-4050</li> <li>BUREAU OF PRISONS</li> <li>COMMUNITY CORRECTIONS OFFICE</li> <li>ACKSON, MISSISSIPPI 39205</li> <li>SURDEAU OF PRISONS</li> <li>COMMUNITY CORRECTIONS OFFICE</li> <li>D. BOX 171, 15 LEE STREET</li> <li>PO. BOX 171, 15 LEE STREET</li> <li>P</li></ol>	<ul> <li>ARTICLE VII - BILLING AND FINANCIAL PROVISIONS</li> <li>I. The Local Government shall prepare and submit original and separate invoices each month to the federal agencies listed below for certification and payment.</li> <li>U.S. MARSHALS SERVICE</li> <li>U.S. MARSHALS SERVICE</li> <li>U.S. MARSHALS SERVICE</li> <li>IAMES O. EASTLAND BULLDING</li> <li>CUTTOL STREET, ROOM 305</li> <li>TAKENO, MISSISSIPPI 19205</li> <li>S. BURLINGTON, VERMONT 05403</li> <li>G01) 965-4050</li> <li>G01) 965-4050</li> <li>S. BURLINGTON, VERMONT 05403</li> <li>G02) 951-6428</li> <li>BURBAD OF PRISONS</li> <li>COMMUNITY CORRECTIONS OFFICE</li> <li>S. BURLINGTON, VERMONT 05403</li> <li>G01) 965-4050</li> <li>G02) 951-6428</li> <li>S. BURLINGTON, VERMONT 05403</li> <li>G02) 951-6428</li> <li>ABURBAD FRIED</li> <li>ADDAL AVENUE</li> <li>ADDAL AVENUE</li> <li>ADMONTOMUNITY CORRECTIONS OFFICE</li> <li>CORRECTIONS OFFICE</li> <li>P. DONTI POINT</li> <li>CORRECTIONS OFFICE</li> <li>P. DONTIOMENY, ALABAMA 36101</li> <li>C. To constitute a propert monthly invoice, the name and address of the facility, the name of each federal prisoner, the pathony stall be listed. The name, itle, complete address, and not address of the facility, the name of each federal prisoner, the pronting the approvriate per diem rate as approved in the IGA, and monthing the used and the solicial responsible for invoice preparation should also be listed on the invoice.</li> <li>The Prompt Payment Act, Public Law 97-177 (96 stat. 85, 31 USC 1801), is applicable to payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and 5 CFR, Part 1315.</li> </ul>	6. The effective date of the rate modification and signed by a USMS Grant Specialist. The e accounting purposes. Payments at the modifien authorized Local Government official to the U	r will be negotiated and s ffective date will be estal rate will be paid upon th SM.	pecified on the IGA Modif blished on the first day of the he return of the signed mod	fication form approved the month for diffication by the
<ol> <li>The Local Government shall prepare and submit original and separate invoices each month to the federal agenci listed below for certification and payment.</li> <li>U.S. MARSHALS SERVICE</li> <li>U.S. MARSHALS SERVICE</li> <li>U.S. MARSHALS SERVICE</li> <li>U.S. MARSHALS SERVICE</li> <li>I.S. MARSISSIPPI 39203</li> <li>I.S. MINGRATION &amp; CUSTOMS INFORCEMENT</li> <li>I.S. CAPITCAL STREFT, ROOM 305</li> <li>I.S. S. BURLINGTON, VERMONT 05403</li> <li>(601) 965-4050</li> <li>I.S. S. BURLINGTON, VERMONT 05403</li> <li>(802) 951-6428</li> <li>I.S. COURTHOUSE, ROOM B-18</li> <li>I.S. COURTHOUSE, ROOM B-18</li> <li>I.S. COURTHOUSE, ROOM B-18</li> <li>MONTGOMERY, ALABAMA 36101</li> <li>To constitute a proper monthy invoice, the name and address of the facility, the name of each federal prisoner, the total amount billed (total days inultiplied by the rate per day) shall be listed. The name, title, complete address, the total amount billed (total days inultiplied by the rate per day) shall be listed. The name, title, complete address, the routal amount billed (total days invoice, the name and address of the fracility, the name of each federal prisoner, the routal amount billed (total days indictions the ordinal days to be reimbursed, the appropriate per dism rate as approved in the IGA, the total amount billed (total days indictions the rate or day) shall be listed. The name, title, complete address, the routal amount billed (total days indictions the rate per day) shall be listed. The name, title, complete address, the routal amount billed (total days indictions to be reimbursed, the appropriate per day) shall be listed. The name, title, c</li></ol>	<ol> <li>The Local Government shall prepare and submit original and separate invoices each month to the federal agencies listed below for certification and payment.</li> <li>U.S. MARSHALS SERVICE</li> <li>MARSHALS SERVICE</li> <li>MARSO EASTLAND BUILDING</li> <li>SOUTHERN DISTRICT OF MISSISSIPPI</li> <li>AMES O. EASTLAND BUILDING</li> <li>MARSON, MISSISTIPT 39205</li> <li>MARSANA</li> <li>G(01) 965-4050</li> <li>BUREAU OF PRISONS</li> <li>G(01) 965-4050</li> <li>G(01) 965-4050</li> <li>G(01) 965-4050</li> <li>G(02) 951-6428</li> <li>BURLINCTON, VERMONT 05403</li> <li>G(02) 951-6428</li> <li>BURLINCTON, VERMONT 05403</li> <li>G(01) 965-4050</li> <li>G(02) 951-6428</li> <li>BUREAU OF PRISONS</li> <li>G(02) 951-6428</li> <li>BUREAU OF PRISONS</li> <li>G(02) 951-6428</li> <li>G(02) 951-6428</li> <li>G(02) 951-6428</li> <li>G(02) 951-6428</li> <li>G(01) 965-4050</li> <li>G(01) 965-4050</li> <li>G(01) 965-4050</li> <li>G(02) 951-6428</li> <li>G(02) 951-6428</li> <li>G</li></ol>		<b>PROVISIONS</b>		
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3. The Prompt Payment Act, Public Law 97-177 (96 stat. 85, 31 USC 1801), is applicable to payments under this agreement and requires the payment to the Local Government of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and 5 CFR, Part 1315.	3. The Prompt Payment Act, Public Law 97-177 (96 stat. 85, 31 USC 1801), is applicable to payments under this agreement and requires the payment to the Local Government of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and 5 CFR, Part 1315.	e tu one	he name and address of the rame and address of the appropriation of the transmission of the rate per day) shall the rate preparation should be invoice preparation shall share the struct of the transmission of transmission of the transmission of transmission of the transmission of the transmission of the transmission of transmission of the transmission of transmission of the transmission of transmission	he facility, the name of eac priate per diem rate as app of listed. The name, title, v hould also be listed on the	ch federal prisoner, the proved in the IGA, and complete address, and invoice.
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4. Payment under this agreement will be due on the thirtieth  $(30^{th})$  calendar day after receipt of a proper invoice, in the office designated to receive the invoice. If the due date falls on a non-working day (e.g., Saturday, federal holiday), then the due date will be the next working day. The date of the check issued in payment shall be considered to be the date payment is made.

# NOTE: RATES NOT SPECIFIED IN THE AGREEMENT WILL NOT BE AUTHORIZED FOR PAYMENT.

## **ARTICLE VIII - SUPERVISION AND MONITORING RESPONSIBILITY**

All recipients receiving direct awards from the USMS are responsible for the management and fiscal control of all funds. Responsibilities include the accounting of receipts and expenditures, cash management, the maintaining of adequate financial records, and the refunding of expenditures disallowed by audits.

## ARTICLE IX - ACCOUNTING SYSTEMS AND FINANCIAL RECORDS

1. The recipient shall be required to establish and maintain accounting systems and financial records that accurately account for the funds awarded. These records shall include both federal funds and all matching funds of state, local, and private organizations. State and local recipients shall expend and account for funds in accordance with state laws and private organizations. State and local recipients shall expend and account for funds in accordance with state laws and procedures for expending and accounting for its own funds, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR), Part 66, and current revisions of OMB Circular A-87.

of the disallowance or dispute based on 2. Recipients are responsible for complying with OMB Circular A-87 and 28 CFR, Part 66, and the allowability costs covered therein (submission of Form USM-243). To avoid possible subsequent disallowance or dispute based unreasonableness or unallowability under the specific cost principles, recipients must obtain prior approval on the treatment of special or unusual costs. 3. Changes in IGA facilities: The USMS shall be notified by the recipient of any significant change in the facility, including significant variations in immates populations, which causes a significant change in the level of services under this IGA. The notification shall be supported with sufficient cost data to permit the USMS to equitably adjust the per diem rates included in the IGA. Depending on the size of the facility for purposes of assessing changes in the population, a 10% increase or decrease in the prison population shall be a "significant increase or decrease" for purposes of this subsection.

# ARTICLE X - MAINTENANCE AND RETENTION OF RECORDS AND ACCESS TO RECORDS

1. In accordance with 28 CFR, Part 66, all financial records, supporting documents, statistical records, and other records pertinent to contracts or sub-awards awarded under this IGA shall be retained by each organization participating in the program for at least three (3) years for purposes of federal examination and audit.

service under the IGA. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-year period, whichever is later. The 3-year retention period set forth in paragraph one (1) above, begins at the end of the first year of completion of d

representatives, shall have the right of access to any pertinent books, documents, papers, or other records of recipients or its sub-recipients/contractors, which are pertinent to the award, in order to make audits, examinations, excerpt, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records 3. Access to Records: The USMS and the Comptroller General of the United States, or any of their authorized are retained.

4. Delinquent Debt Collection: The USMS will hold recipient accountable for any overpayment, audit disallowance, or any breach of this agreement that results in a debt owed to the Federal Government. The USMS may apply interest,

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penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards.
ARTICLE XI - GOVERNMENT FURNISHED PROPERTY
1. It is the intention of the USMS to furnish excess federal property to Local Governments for the specific purpose of improving jail conditions and services. Accountable excess property, such as furniture and equipment, remains titled to the USMS and shall be returned to the custody of the USMS upon termination of the agreement.
2. The Local Government agrees to inventory, maintain, repair, assume liability for, and manage all federally provided accountable property as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of USMS Headquarters. The loss or destruction of any such excess property shall be immediately reported to the USM and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of \$1,000 or more, all furniture, as well as equipment used for security and control, food service, medical care, inmate recreation, etc.
3. The suspension of use or restriction of bed space made available to the USMS are agreed to be grounds for the recall and return of any or all government furnished property.
4. The dollar value of property provided each year will not exceed the annual dollar payment made by the USMS for prisoner support unless a specific exemption is granted by the Chief, Prisoner Services Division, USMS Headquarters.
5. It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.
ARTICLE XII - MODIFICATIONS/DISPUTES
1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by a USMS Grant Specialist and submitted to the Local Government on form USM 241a for approval.
2. Disputes, questions, or concerns pertaining to this agreement will be resolved between the USM and the appropriate Local Government official. Space guarantee questions along with any other unresolved issues are to be directed to the Chief, Prisoner Services Division, for final decision.
ARTICLE XIII - INSPECTION
The Local Government agrees to allow periodic inspections of the facility by USMS Inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services. The mandatory minimum conditions of confinement which are to be met during the entire period of the IGA agreement are:
1. Adequate, trained jail staff will be provided 24 hour a day to supervise prisoners. Prisoners will be counted at least once on every shift, but at least twice in every 24-hour period. One of the counts must be visual to validate prisoner occupancy.
2. Jail staffing will provide full coverage of all security posts and full surveillance of inmates.

<ol> <li>Jail will provide for three meals per day for prisoners. The meals must meet the rationally recommended dieuxy ellowances published by the National Academy of Sciences.</li> <li>Jail will provide 24-hour emergency medical care for prisoners and ensure that they have adequate access to any preservityion medication.</li> <li>Jail will maintain a varter supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.</li> <li>Jail will maintain a varter supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.</li> <li>Jail will maintain a varter supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.</li> <li>Jail will maintain a varter supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.</li> <li>Jail will maintain a varter supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.</li> <li>Jail will maintain a varter supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.</li> <li>Advice. No official commenced with the agreement shall adhere to the requirements given below:         <ul> <li>Advice. No official commenced with the determined to administic works or determined to a subcrease in the program to an arms of provide cellow.</li> <li>Advice. No official commenting prospective employment, has a financial interest, or laws than arms of the registrat, a sub-recipient or a problement channel for any proceeding and which holes is applointing the financial recess.</li> <li>Advice. No official position for private gain.</li> <li>Advice. No official position for private gain.</li> <li>Advice. No official position for private gain.</li> <li>Advice. No official position for private gain.</li></ul></li></ol>	Intergovernmental Service Agreement Schedule IGA No. 43-07-0007	5-07-0007 Page 7 of 8.
<ul> <li>Jal will provide 34-hour energency module lare for prisoners and ensure that they have adequate access to any exception modizations.</li> <li>Jai will maintain an automatic stroke and fire detection and alarm system, and maintain written policies and excertencers regarding fire and other stelpy and waste disposal program that is certified to be in compliance with applicable was and regulations.</li> <li>Jai will maintain a water supply and waste disposal program that is certified to be in compliance with applicable.</li> <li>KITCLE XIV - CONFLICT OF INITEREST</li> <li>estonel and other official connected with the agreement shall adhere to the requirements given below:</li> <li>Advice, Norte Arton official or endormy configured to the requirements give to the two holes of the program that is a sub-projection, or a contractor shall participate personally trough decisions, approval, disapproval, tescamentation, or a contractor shall participate personally trough decisions, approval, disapproval, tescamentation, or a contractor shall participate personally trough decisions, approval, respect for a ruly office of the projection of a sub-persisting or a sub-persisting or a sub-contract shall participate personally trough decision, approval, respect for a ruly office of the project funds of ficial star uset, where to inside funds the transferior.</li> <li>Appenance. In the use of Dispartment of tasico prospectify on the appearance of its office immediate failing and fraid distruments of the project funds, of ficial star and strong and star strong state.</li> <li>Appenance. In the use of Dispartment of tasico prospect funds, of ficial storement claim.</li> <li>Appenance. In the use of Dispartment of the store strong and store inside integration of the registing at a notice strain and any action which might result in, or counte the appearance of.</li> <li>Appearance. In the use of Dispartment of the store store store strong and store state and store strain and and effect of the program.</li> <li>Using the near</li></ul>		t meet the nationally recommended dietary
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<ol> <li>Jail will maintain a water supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.</li> <li>ANTICLE XIV - CONFLICT OF INTEREST</li> <li>Personnel and other officials connected with the agreement shall adhere to the requirements given below:         <ul> <li>Advice. No officials connected with the agreement shall adhere to the requirements given below:</li> <li>Advice. No official or employee of the recipient, a sub-receipient, or a contractor shall participane personally throug decisions, application, request for a number in which Department of Marko.</li> <li>Advice. No official or employee of the recipient, a sub-receipient, as a contractor, shall participane personally proceeding operation other than a public agreey in which holds he is serving as an office, director, in realpoyer, or employee or the perturbation.</li> <li>Appearance. In the use of Department of Natcice project funds are used, where to his/her involution, and threak in any proceeding or person or organization whom heids he is serving as an office, director, rates, partner, organization with might result in, or oreast the appearance of the project and a funds are used, where to his/her involution and the anomalitation.</li> </ul> </li> <li>Appearance. In the use of Department of Natcice project funds, officials or employees of the recipient, a sub-recipient, a sub-recipient, a sub-recipient, a sub-recipient, a sub-recipient, a sub-recipient or a contractor, shall avoid any action which might result in, or oreast the appearance of.</li> <li>Apprearance. In the use of Department of Natcice project funds, official decision outside official decision outside official densition;</li> <li>Apprearance. In the use of Department of an experiment or orreast the appearance of.</li> <ul> <li>Mating an official decision outside official dammels.</li> <li>Affening advorsely the con</li></ul></ol>	5. Jail will maintain an automatic smoke and fire detection and alarm sy procedures regarding fire and other safety emergency standards.	tem, and maintain written policies and
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<ul> <li>erronnel and other officials connected with the agreement shall adhere to the requirements given below:</li> <li>Ardvice. No official or employed of the recipient, a sub-recipient, or a contractor shall participate personally rough decisions, approxim, equast for a ruling or or otherwise in any conseding, application, request for a ruling or other determination, contrast to grant, operative agreement, claim, antonexity, or employee, or any person or organization which he/she is serving as an officer, transperint improved in participate personal organization other than a public agency in which he/she is serving as an officer, transpent concerning prospective employment. Thas a financial interest, or less than an arms-length transaction.</li> <li>Appearame. In the use of Department of Justice project funds, officials or employees of the recipient, a sub-cipient as a sing complete independence or ingit result in, or create the appearance of: <ul> <li>a. Using his or northerized decision station of the rule of divide decision.</li> <li>a. Using preformation for any person.</li> <li>c. Losing complete independence or inpatiality.</li> <li>d. Giving preformatial restances upon request of the public in the integrity of the government of 15. Courthouse.</li> <li>the Local Government agrees upon request of the public in the integrity of a direction.</li> <li>a. Transportation and escort guard services for federal prisoners housed at their facility on and from the U.S. Courthouse.</li> <li>b. Upon arrival at the courthouse.</li> <li>c. The Local Government agrees to the following:</li> <li>e. Using the use to appresent and escort guard services for federal prisoners to any U.S. Courthouse without a specific request con the USM who wells. and other prisoners is to be transported.</li> </ul></li></ul>	<b>RTICLE XIV - CONFLICT OF INTEREST</b>	
<ul> <li>Advice. No official or employee of the recipient, a sub-recipient, or a contractor shall participate personally rough decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any concerning proprised matter matter in which Department of Justice funds are used, where to his/her knowledge, he/she rhis/her immediate family, partner, organization other than a public agency in which he/she is serving as an officer, investigation.</li> <li>Appearance. In the use of Department of Justice project funds, officials or temployees of the recipient, a sub-cipient or a contractor, shall participate person or regainization on the she is megotiating or has any macgement concerning prospective employment, has a financial interest, or less than an arms-length transaction.</li> <li>Appearance. In the use of Department of Justice project funds, officials or temployees of the recipient, a sub-cipient or a contractor, shall postion for private gain;</li> <li>Giving preferential teatment to any person.</li> <li>Losing complete independence or impartiality;</li> <li>Making an official departence or impartiality;</li> <li>Making an official departence or impartiality;</li> <li>Making an official departence or impartiality;</li> <li>Making an official device of the public in the integrity of the government or the program.</li> </ul> <b>RTICLE XV - GUARD/TRANSPORTATION SERVICES TO U.S. COURTHOUSE Late Local Government agrees upon request of the USM in whose custofors, and vill augment such practices as any be required mean under states and will augment such practices as any berequested by the Local Government agrees upon request prisoners housed at their facility to and from the U.S. Courthouse. <b>B</b> Transportation and escort guard services for federal prisoners housed at their facility to and from the U.S. Courthouse. <b>B</b> To coal Government agrees upon requests or the public in the integration and ecort guard services for</b>	ersonnel and other officials connected with the agreement shall adhere to t	he requirements given below:
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<ul> <li>a. Using his or her official position for private gain;</li> <li>b. Giving preferential treatment to any person;</li> <li>c. Losing complete independence or impartiality;</li> <li>d. Making an official decision outside official channels;</li> <li>e. Affecting adversely the confidence of the public in the integrity of the government or the program.</li> <li><i>KTICLE XV - GUARD/TRANSPORTATION SERVICES TO U.S. COURTHOUSE</i></li> <li>The Local Government agrees upon request of the USM in whose custody a prisoner is held, to provide carsportation and escort guard services will be performed by at least two (2) armed qualified officers in a local Government agrees to the following:</li> <li>a. Transportation and escort guard services will be performed by at least two (2) armed qualified officers and by the Local Government under their policies, procedures, and practices, and will augment such practices as mployed by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control; farshals only upon presentation by the deputy of proper law enforcement credentials;</li> <li>b. Upon arrival at the courthouse, transportation and escort guard will turn federal prisoners over to Deputy U.S. (farshals only upon presentation by the deputy of proper law enforcement credentials;</li> <li>c. The Local Government will not transport federal prisoners to any U.S. Counthouse without a specific request from the USM who will provide the prisoner's and leg irons during transportation.</li> <li>e. Alte prisoner will be restrained in handcuffs, waist chains, and leg irons during transportation.</li> <li>d. Such services will be performed by an efforted and relations.</li> <li>d. Such services will be performed by an efforted and relations.</li> </ul>	Appearance. In the use of Department of Justice project funds, officit scipient or a contractor, shall avoid any action which might result in, or cr	ls or employees of the recipient, a sub- ate the appearance of:
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<ol> <li>Furthermore, the Local Government agrees to hold harmless and indemnify the USNS and its officulate in their officulat and individual capacities from any liability the course of transporting federal prisoners on a behalf of the USNS.</li> <li>The Frederal Government agrees to reinhurse the course of fransporting federal prisoners on a behalf of the USNS.</li> <li>The Frederal Government agrees to reinhurse the Local Government at the rate specified on page one (1) of this agreement. Millage shall be einhursed in accordance with the current GSA mileage rate.</li> </ol>	<ol> <li>Furtharmore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in the offical and individual capacities from any liability, including stirtic-party liability vorkars' comparation, arsing the conduct of the local jail employees during the course of transporting federal prisoners on bland of the USMS.</li> <li>The Federal Government agrees to reimburse the Local Government at the rate specified on page one (1) of agreement. Milage shall be erimbursed in accordance with the current GSA nilleage rate.</li> </ol>
6. The Federal Government agrees to reimburse the Local Government at the rate specified on page one (1) of this agreement. Millage shall be reimbursed in accordance with the current GSA millage rate.	6. The Federal Government agrees to reinburse the Local Government at the rate specified on page one (1) of agreement. Mileage shall be reinbursed in accordance with the current GSA mileage rate.